

PROFESSIONAL SERVICES CONTRACT

BETWEEN

CITY OF DETROIT, MICHIGAN

AND

DataWorks Plus

CONTRACT NO.

6000801

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**CITY OF DETROIT
PROFESSIONAL SERVICES CONTRACT**

This Professional Services Contract ("Contract") is entered into by and between the City of Detroit, a Michigan municipal corporation, acting by and through its Police Department (name of department)

("City"), and DataWorks Plus, a South Carolina (name of contractor)(state of the union)

technology company, with its principal place of business located at (form of business, e.g. corporation, LLC)

728 North Pleasantburg Drive Greenville SC, 29607 ("Contractor"). (complete address)

Recitals:

Whereas, the City desires to engage the Contractor to render certain technical or professional services ("Services") as set forth in this Contract; and

Whereas, the Contractor desires to perform the Services as set forth in this Contract; and Accordingly, the parties agree as follows:

Article 1: Definitions

1.01 The following words and expressions or pronouns used in their stead shall be construed as follows:

"Additional Services" shall mean any services in addition to the services set forth in Exhibit A that are related to fulfilling the objectives of this Contract and are agreed upon by the parties by written Amendment.

"Amendment" shall mean modifications or changes in this Contract that have been mutually agreed upon by the City and the Contractor in writing and approved by the City Council.

"Associates" shall mean the personnel, employees, consultants, subcontractors, agents, and parent company of the Contractor or of any Subcontractor, now existing or subsequently created, and their agents and employees, and any entities associated, affiliated, or subsidiary to the Contractor or to any subcontractor, now existing or subsequently created, and their agents and employees.

"City" shall mean the City of Detroit, a municipal corporation, acting through the office or department named in the Contract as contracting for the Services on behalf of the City.

"City Council" shall mean the legislative body of the City of Detroit.

"Contract" shall mean each of the various provisions and parts of this document, including all attached Exhibits and all Amendments, as executed and approved by the appropriate City departments or offices and by the City Council.

"Contractor" shall mean the party that contracts with the City by way of this Contract, whether an individual, sole proprietorship, partnership, corporation, or other form of business organization, and its heirs, successors, personnel, agents, employees, representatives, executors, administrators and assigns.

"Exhibit A" is the Scope of Services for this Contract and sets forth all pertinent data relating to performance of the Services.

"Exhibit B" is the Fee Schedule for this Contract and sets forth the amount of compensation to be paid to the Contractor, including any Reimbursable Expenses, and any applicable hourly rate information.

"Exhibit C" is the Contractor's Statement of Political Contributions and Expenditures.

"Public Servant" means the Mayor, members of City Council, City Clerk, appointive officers, any member of a board, commission or other voting body established by either branch of City government or the City Charter, and any appointee, employee or individual who provides services to the City within or outside of its offices or facilities pursuant to a personal services contract."

"Records" shall mean all books, ledgers, journals, accounts, documents, and other collected data in which information is kept regarding the performance of this Contract.

"Reimbursable Expenses" shall mean only those costs incurred by the Contractor in the performance of the Services, such as travel costs and document reproduction costs that are identified in Exhibit B as reimbursable.

"Services" shall mean all work that is expressly set forth in Exhibit A, the Scope of Services, and all work expressly or impliedly required to be performed by the Contractor in order to achieve the objectives of this Contract.

"Subcontractor" shall mean any person, firm or corporation, other than employees of the Contractor, that contracts with the Contractor, directly or indirectly, to perform in part or assist the Contractor in achieving the objectives of this Contract.

"Technology" shall mean any and all computer-related components and systems, including but not limited to computer software, computer code, computer programs, computer hardware, embedded integrated circuits, computer memory and data storage systems, whether in the form of read-only memory chips, random access memory chips, CD-ROMs, floppy disks, magnetic tape, or some other form, and the data retained or stored in said computer memory and data storage systems.

"Unauthorized Acts" shall mean any acts by a City employee, agent or representative that are not set forth in this Contract and have not been approved by City Council as part of this Contract.

"Work Product" shall mean the originals, or copies when originals are unavailable, of all materials prepared by the Contractor under this Contract or in anticipation of this Contract, including but not limited to Technology, data, studies, briefs, drawings, maps, models, photographs, files, records, computer printouts, estimates, memoranda, computations, papers,

supplies, notes, recordings, and videotapes, whether such materials are reduced to writing, magnetically or optically stored, or kept in some other form.

Article 2: Engagement of Contractor

- 2.01 By this Contract, the City engages the Contractor and the Contractor hereby agrees to faithfully and diligently perform the Services set forth in Exhibit A, in accordance with the terms and conditions contained in this Contract.
- 2.02 The Contractor shall perform in a satisfactory manner as shall be determined within the sole and reasonable discretion of the City. In the event that there shall be any dispute between the parties with regard to the extent, character and progress of the Services to be performed or the quality of performance under this Contract, the interpretation and determination of the City shall govern.
- 2.03 The Contractor shall confer as necessary and cooperate with the City in order that the Services may proceed in an efficient and satisfactory manner. The Services are deemed to include all conferences, consultations and public hearings or appearances deemed necessary by the City to ensure that the Contractor will be able to properly and fully perform the objectives as set forth in this Contract.
- 2.04 All Services are subject to review and approval of the City for completeness and fulfillment of the requirements of this Contract. Neither the City's review, approval nor payment for any of the Services shall be construed to operate as a waiver of any rights under this Contract, and the Contractor shall be and will remain liable in accordance with applicable law for all damages to the City caused by the Contractor's negligent performance or nonperformance of any of the Services furnished under this Contract.
- 2.05 The Services shall be performed as set forth in Exhibit A, or at such other locations as are deemed appropriate by the City and the Contractor for the proper performance of the Services.
- 2.06 The City and the Contractor expressly acknowledge their mutual understanding and agreement that there are no third party beneficiaries to this Contract and that this Contract shall not be construed to benefit any persons other than the City and the Contractor.
- 2.07 It is understood that this Contract is not an exclusive services contract, that during the term of this Contract the City may contract with other firms, and that the Contractor is free to render the same or similar services to other clients, provided the rendering of such services does not affect the Contractor's obligations to the City in any way.

Article 3: Contractor's Representations and Warranties

- 3.01 To induce the City to enter into this Contract, the Contractor represents and warrants that the Contractor is authorized to do business under the laws of the State of Michigan and is duly qualified to perform the Services as set forth in this Contract, and that the execution of this Contract is within the Contractor's authorized powers and is not in contravention of federal, state or local law.

- 3.02 The Contractor makes the following representations and warranties as to any Technology it may provide under this Contract:
- a) That all Technology provided to the City under this Contract shall perform according to the specifications and representations set forth in Exhibit A and according to any other specifications and representations, including any manuals, provided by the Contractor to the City;
 - b) That the Contractor shall correct all errors in the Technology provided under this Contract so that such technology will perform according to Contractor's published specifications;
 - c) That the Contractor has the full right and power to grant the City a license to use the Technology provided pursuant to this Contract;
 - d) That any Technology provided by Contractor under this Contract is free of any software, programs or routines, commonly known as "disabling code," that are designed to cause such Technology to be destroyed, damaged, or otherwise made inoperable in the course of the use of the Technology;
 - e) That any Technology containing computer code and provided under this Contract is free of any known or reasonably discoverable computer program, code or set of instructions, commonly known as a "computer virus," that is not designed to be a part of the Work Product and that, when inserted into the computer's memory: (i) duplicates all or part of itself without specific user instructions to do so, or (ii) erases, alters or renders unusable any Technology with or without specific user instructions to do so, or (iii) that provide unauthorized access to the Technology and
- 3.03 That all Technology shall be delivered new and in original manufacturer's packaging and shall be fully warranted for repair or replacement during the term of this Contract as amended or extended.
- 3.04 That any Technology that it is provided to the City shall:
- a) Accurately recognize and process all time and date data including, but not limited to, daylight savings time and leap year data, and
 - b) Use accurate same-century, multi-century, and similar date value formulas in its calculations, and use date data interface values that accurately reflect the correct time, date and century.

Article 4: Contract Effective Date and Time of Performance

- 4.01 This Contract shall be approved by the required City departments, approved by the City Council, and signed by the City's Chief Procurement Officer. The effective date of this Contract shall be the date upon which the Contract has been authorized by resolution of the City Council. The term of this Contract shall terminate on 06/26/2019.
- 4.02 Prior to the approvals set forth in Section 4.01, the Contractor shall have no authority to begin work on this Contract. The Chief Procurement Officer shall not authorize any payments to the

Contractor, nor shall the City incur any liability to pay for any services rendered or to reimburse the Contractor for any expenditure, prior to such award and approvals.

- 4.03 The City and the Contractor agree that the commencement and duration of the Contractor's performance under this Contract shall be determined as set forth in Exhibit A.

Article 5: Data To Be Furnished Contractor

- 5.01 Copies of all information, reports, records, and data as are existing, available, and deemed necessary by the City for the performance of the Services shall be furnished to the Contractor upon the Contractor's request. With the prior approval of the City, the Contractor will be permitted access to City offices during regular business hours to obtain any necessary data. In addition, the City will schedule appropriate conferences at convenient times with administrative personnel of the City for the purpose of gathering such data.

Article 6: Contractor Personnel and Contract Administration

- 6.01 The Contractor represents that, at its own expense, it has obtained or will obtain all personnel and equipment required to perform the Services. It warrants that all such personnel are qualified and possess the requisite licenses or other such legal qualifications to perform the services assigned. If requested, the Contractor shall supply a résumé of the managerial staff or consultants it proposes to assign to this Contract, as well as a dossier on the Contractor's professional activities and major undertakings.
- 6.02 The City may interview the Contractor's managerial staff and other employees assigned to this Contract. The Contractor shall not use any managerial staff or other employees to whom the City objects and shall replace in an expedient manner those rejected by the City. The Contractor shall not replace any of the personnel working on this Contract with new personnel without the prior written consent of the City.
- 6.03 When the City deems it reasonable to do so, it may assign qualified City employees or others to work with the Contractor to complete the Services. Nevertheless, it is expressly understood and agreed by the parties that the Contractor shall remain ultimately responsible for the proper completion of the Services.
- 6.04 The relationship of the Contractor to the City is and shall continue to be that of an independent contractor and no liability or benefits, such as workers' compensation, pension rights or liabilities, insurance rights or liabilities, or other rights or liabilities arising out of or related to a contract for hire or employer/employee relationship shall arise or accrue to either party or either party's agent, Subcontractor or employee as a result of the performance of this Contract. No relationship other than that of independent contractor shall be implied between the parties or between either party's agents, employees or Subcontractors. The Contractor agrees to indemnify, defend, and hold the City harmless against any claim based in whole or in part on an allegation that the Contractor or any of its Associates qualify as employees of the City, and any related costs or expenses, including but not limited to legal fees and defense costs.

- 6.05 The Contractor warrants and represents that all persons assigned to the performance of this Contract shall be regular employees or independent contractors of the Contractor, unless otherwise authorized by the City. The Contractor's employees' daily working hours while working in or about a City of Detroit facility shall be the same as those worked by City employees working in the facility, unless otherwise directed by the City.
- 6.06 The Contractor shall comply with and shall require its Associates to comply with all security regulations and procedures in effect on the City's premises.

Article 7: Compensation

- 7.01 Compensation for Services provided shall not exceed the amount of ONE MILLION FORTY-FIVE THOUSAND EIGHT HUNDRED FORTY-THREE and 20/100 Dollars (\$1,045,843.20), inclusive of expenses, and will be paid in the manner set forth in Exhibit B. Unless this Contract is amended pursuant to Article 16, this amount shall be the entire compensation to which the Contractor is entitled for the performance of Services under this Contract.
- 7.02 Payment for Services provided under this Contract is governed by the terms of Ordinance No. 42-98, entitled "Prompt Payment of Vendors," being Sections 18-5-71 through 18-5-79 of the 1984 Detroit City Code.

The City employee responsible for accepting performance under this Contract is:

(Name) BRAD MAY
(Title) PROGRAM DIRECTOR
(Address) 1301 3RD AVENUE
Detroit, Michigan 48226 (ZIP Code)
Telephone: (313) 237-6394

The City employee from whom payment should be requested is:

(Name) BRAD MAY
(Title) PROGRAM DIRECTOR
(Address) 1301 3RD AVENUE
Detroit, Michigan 48226 (ZIP Code)
Telephone: (313) 237-6394

Article 8: Maintenance and Audit of Records

- 8.01 The Contractor shall maintain full and complete Records reflecting all of its operations related to this Contract. The Records shall be kept in accordance with generally accepted accounting principles and maintained for a minimum of three (3) years after the Contract completion date.

8.02 The City and any government-grantor agency providing funding under this Contract shall have the right at any time without notice to examine and audit all Records and other supporting data of the Contractor as the City or any agency deems necessary.

- a) The Contractor shall make all Records available for examination during normal business hours at its Detroit offices, if any, or alternatively at its facility nearest Detroit. The City and any government-grantor agency providing funds for the Contract shall have this right of inspection. The Contractor shall provide copies of all Records to the City or to any such government-grantor agency upon request.
- b) If in the course of such inspection the representative of the City or of another government-grantor agency should note any deficiencies in the performance of the Contractor's agreed upon performance or record-keeping practices, such deficiencies will be reported to the Contractor in writing. The Contractor agrees to promptly remedy and correct any such reported deficiencies within ten (10) days of notification.
- c) Any costs disallowed as a result of an audit of the Records shall be repaid to the City by the Contractor within thirty (30) days of notification or may be set off by the City against any funds due and owing the Contractor, provided, however, that the Contractor shall remain liable for any disallowed costs exceeding the amount of the setoff.
- d) Each party shall pay its own audit costs. However, if the dollar amount of the total disallowed costs, if any, exceeds three percent (3%) of the dollar amount of this Contract, the Contractor shall pay the City's audit costs.
- e) Nothing contained in this Contract shall be construed or permitted to operate as any restriction upon the powers granted to the Auditor General by the City Charter, including but not limited to the powers to audit all accounts chargeable against the City and to settle disputed claims.

8.03 The Contractor agrees to include the covenants contained in Sections 8.01 and 8.02 in any contract it has with any Subcontractor, consultant or agent whose services will be charged directly or indirectly to the City for Services performed pursuant to this Contract.

Article 9: Indemnity

9.01 The Contractor agrees to indemnify, defend, and hold the City harmless against and from any and all liabilities, obligations, damages, penalties, claims, costs, charges, losses and expenses (including, without limitation, fees and expenses for attorneys, expert witnesses and other consultants) that may be imposed upon, incurred by, or asserted against the City or its departments, officers, employees, or agents by reason of any of the following occurring during the term of this Contract:

- a) Any negligent or tortious act, error, or omission attributable in whole or in part to the Contractor or any of its Associates; and

- b) Any failure by the Contractor or any of its Associates to perform their obligations, either express or implied, under this Contract; and
 - c) Any and all injury to the person or property of an employee of the City where such injury arises out of the Contractor's or any of its Associates performance of this Contract.
- 9.02 The Contractor shall examine all places where it will perform the Services in order to determine whether such places are safe for the performance of the Services. The Contractor undertakes and assumes all risk of dangerous conditions when not performing Services inside City offices. The Contractor also agrees to waive and release any claim or liability against the City for personal injury or property damage sustained by it or its Associates while performing under this Contract on premises that are not owned by the City.
- 9.03 In the event any action shall be brought against the City by reason of any claim covered under this Article 9, the Contractor, upon notice from the City, shall at its sole cost and expense defend the same.
- 9.04 The Contractor agrees that it is the Contractor's responsibility and not the responsibility of the City to safeguard the property that the Contractor or its Associates use while performing this Contract. Further, the Contractor agrees to hold the City harmless for any loss of such property used by any such person pursuant to the Contractor's performance under this Contract.
- 9.05 The indemnification obligation under this Article 9 shall not be limited by any limitation on the amount or type of damages, compensation, or benefits payable under workers' compensation acts or other employee benefit acts.
- 9.06 The Contractor agrees that this Article 9 shall apply to all claims, whether litigated or not, that may occur or arise between the Contractor or its Associates and the City and agrees to indemnify, defend and hold the City harmless against any such claims.

Article 10: Insurance

- 10.01 During the term of this Contract, the Contractor shall maintain the following insurance, at a minimum and at its expense:

TYPE	AMOUNT NOT LESS THAN
a. Workers' Compensation	Michigan Statutory minimum
b. Employers' Liability	\$500,000.00 minimum each disease \$500,000.00 minimum each person \$500,000.00 minimum each accident
c. Commercial General Liability Insurance (Broad Form Comprehensive)	\$1,000,000.00 each occurrence \$2,000,000.00 aggregate

- d. Automobile Liability Insurance (covering all owned, hired and non-owned vehicles with personal and property protection insurance, including residual liability insurance under Michigan no fault insurance law) \$1,000,000.00 combined single limit for bodily injury and property damage
- 10.02 The commercial general liability insurance policy shall include an endorsement naming the "City of Detroit" as an additional insured. The additional insured endorsement shall provide coverage to the additional insured with respect to liability arising out of the named insured's ongoing work or operations performed for the additional insured under the terms of this Contract. The commercial general liability policy shall state that the Contractor's insurance is primary and not excess over any insurance already carried by the City of Detroit and shall provide blanket contractual liability insurance for all written contracts.
- 10.03 Each such policy shall contain the following cross-liability wording: "In the event of a claim being made hereunder by one insured for which another insured is or may be liable, then this policy shall cover such insured against whom a claim is or may be made in the same manner as if separate policies had been issued to each insured hereunder."
- 10.04 All insurance required by this Contract shall be written on an occurrence-based policy form, if the same is commercially available.
- 10.05 The Commercial General Liability policy shall be endorsed to have the general aggregate apply to the Services provided under this Contract only.
- 10.06 If during the term of this Contract changed conditions or other pertinent factors should, in the reasonable judgment of the City, render inadequate the insurance limits, the Contractor shall furnish on demand such additional coverage or types of coverage as may reasonably be required under the circumstances. All such insurance shall be effected at the Contractor's expense, under valid and enforceable policies, issued by insurers licensed to conduct business in Michigan and are otherwise acceptable to the City.
- 10.07 All insurance policies shall name the Contractor as the insured. Certificates of insurance evidencing the coverage required by this Article 10 shall, in a form acceptable to the City, be submitted to the City prior to the commencement of the Services and at least fifteen (15) days prior to the expiration dates of expiring policies. In the event the Contractor receives notice of policy cancellation, the Contractor shall immediately notify the City in writing.
- 10.08 If any work is subcontracted in connection with this Contract, the Contractor shall require each Subcontractor to effect and maintain the types and limits of insurance set forth in this Article 10 and shall require documentation of same, copies of which documentation shall be promptly furnished the City.
- 10.09 The Contractor shall be responsible for payment of all deductibles contained in any insurance required under this Contract. The provisions requiring the Contractor to carry the insurance

required under this Article 10 shall not be construed in any manner as waiving or restricting the liability of the Contractor under this Contract.

Article 11: Default and Termination

11.01 This Contract shall remain in full force and effect until the end of its term unless otherwise terminated for cause or convenience according to the provisions of this Article 11.

11.02 The City reserves the right to terminate this Contract for cause. Cause is an event of default.

- a) An event of default shall occur if there is a material breach of this Contract, and shall include the following:
 - 1) The Contractor fails to begin work in accordance with the terms of this Contract; or
 - 2) The Contractor, in the judgment of the City, is unnecessarily, unreasonably, or willfully delaying the performance and completion of the Work Product or Services; or
 - 3) The Contractor ceases to perform under the Contract; or
 - 4) The City is of the opinion that the Services cannot be completed within the time provided and that the delay is attributable to conditions within the Contractor's control; or
 - 5) The Contractor, without just cause, reduces its work force on this Contract to a number that would be insufficient, in the judgment of the City, to complete the Services within a reasonable time, and the Contractor fails to sufficiently increase such work force when directed to do so by the City; or
 - 6) The Contractor assigns, transfers, conveys or otherwise disposes of this Contract in whole or in part without prior approval of the City; or
 - 7) Any City officer or employee acquires an interest in this Contract so as to create a conflict of interest; or
 - 8) The Contractor violates any of the provisions of this Contract, or disregards applicable laws, ordinances, permits, licenses, instructions or orders of the City; or
 - 9) The performance of the Contract, in the sole judgment of the City, is substandard, unprofessional, or faulty and not adequate to the demands of the task to be performed; or
 - 10) The Contractor fails in any of the agreements set forth in this Contract; or
 - 11) The Contractor ceases to conduct business in the normal course; or
 - 12) The Contractor admits its inability to pay its debts generally as they become due.

- b) If the City finds an event of default has occurred, the City may issue a Notice of Termination for Cause setting forth the grounds for terminating the Contract. Upon receiving a Notice of Termination for Cause, the Contractor shall have ten (10) calendar days within which to cure such default. If the default is cured within said ten (10) day period, the right of termination for such default shall cease. If the default is not cured to the satisfaction of the City, this Contract shall terminate on the tenth calendar day after the Contractor's receipt of the Notice of Termination for Cause, unless the City, in writing, gives the Contractor additional time to cure the default. If the default is not cured to the satisfaction of the City within the additional time allowed for cure, this Contract shall terminate for cause at the end of the extended cure period.
 - c) If, after issuing a Notice of Termination for Cause, the City determines that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the Notice of Termination had been issued as a Notice of Termination for Convenience. Alternatively, in the City's discretion, the Notice of Termination for Cause may be withdrawn and the Contract, if terminated, may be reinstated.
 - d) The Contractor shall be liable to the City for any damages it sustains by virtue of the Contractor's breach or any reasonable costs the City might incur in enforcing or attempting to enforce this Contract. Such costs shall include reasonable fees and expenses for attorneys, expert witnesses and other consultants. However, if the Contractor makes a written offer prior to the initiation of litigation or arbitration, then the City shall not be entitled to such attorney fees unless the City declines the offer and obtains a verdict or judgment for an amount more than ten percent (10%) above the amount of the Contractor's last written offer prior to the initiation of litigation or arbitration. The City may withhold any payment(s) to the Contractor, in an amount not to exceed the amount claimed in good faith by the City to represent its damages, for the purpose of setoff until such time as the exact amount of damages due to the City from the Contractor is determined. It is expressly understood that the Contractor shall remain liable for any damages the City sustains in excess of any setoff.
 - e) The City's remedies outlined in this Article 11 shall be in addition to any and all other legal or equitable remedies permissible.
- 11.03 The City shall have the right to terminate this Contract at any time at its convenience by giving the Contractor five (5) business days written Notice of Termination for Convenience. As of the effective date of the termination, the City will be obligated to pay the Contractor the following: (a) the fees or commissions for Services completed and accepted in accordance with Exhibit A in the amounts provided for in Exhibit B; (b) the fees for Services performed but not completed prior to the date of termination in accordance with Exhibit A in the amounts set forth in the Contractor's rate schedule as provided in Exhibit B; and (c) the Contractor's costs and expenses incurred prior to the date of the termination for items that are identified in Exhibit B. The amount due to the Contractor shall be reduced by payments already paid to the Contractor by the City. In no event shall the City pay the Contractor more than maximum price, if one is stated, of this Contract.
- 11.04 After receiving a Notice of Termination for Cause or Convenience, and except as otherwise directed by the City, the Contractor shall:

- a) Stop work under the Contract on the date and to the extent specified in the Notice of Termination;
 - b) Obligate no additional Contract funds for payroll costs and other costs beyond such date as the City shall specify, and place no further orders on subcontracts for material, services, or facilities, except as may be necessary for completion of such portion of the Services under this Contract as is not terminated;
 - c) Terminate all orders and subcontracts to the extent that they relate to the portion of the Services terminated pursuant to the Notice of Termination;
 - d) Preserve all Records and submit to the City such Records and reports as the City shall specify, and furnish to the City an inventory of all furnishings, equipment, and other property purchased for the Contract, if any, and carry out such directives as the City may issue concerning the safeguarding or disposition of files and property; and
 - e) Submit within thirty (30) days a final report of receipts and expenditures of funds relating to this Contract, and a list of all creditors, Subcontractors, lessors and other parties, if any, to whom the Contractor has become financially obligated pursuant to this Contract.
- 11.05 After termination of the Contract, each party shall have the duty to assist the other party in the orderly termination of this Contract and the transfer of all rights and duties arising under the Contract, as may be necessary for the orderly, un-disrupted continuation of the business of each party.

Article 12: Assignment

- 12.01 The Contractor shall not assign, transfer, convey or otherwise dispose of any interest whatsoever in this Contract without the prior written consent of the City; however, claims for money due or to become due to the Contractor may be assigned to a financial institution without such approval. Notice of any assignment to a financial institution or transfer of such claims of money due or to become due shall be furnished promptly to the City. If the Contractor assigns all or any part of any monies due or to become due under this Contract, the instrument of assignment shall contain a clause stating that the right of the assignee to any monies due or to become due shall be subject to prior liens of all persons, firms, and corporations for Services rendered or materials supplied for the performance of the Services called for in this Contract.

Article 13: Subcontracting

- 13.01 None of the Services covered by this Contract shall be subcontracted without the prior written approval of the City and, if required, any grantor agency. The City reserves the right to withhold approval of subcontracting such portions of the Services where the City determines that such subcontracting is not in the City's best interests.
- 13.02 Each subcontract entered into shall provide that the provisions of this Contract shall apply to the Subcontractor and its Associates in all respects. The Contractor agrees to bind each

Subcontractor and each Subcontractor shall agree to be bound by the terms of the Contract insofar as applicable to the work or services performed by that Subcontractor.

- 13.03 The Contractor and the Subcontractor jointly and severally agree that no approval by the City of any proposed Subcontractor, nor any subcontract, nor anything in the Contract, shall create or be deemed to create any rights in favor of a Subcontractor and against the City, nor shall it be deemed or construed to impose upon the City any obligation, liability or duty to a Subcontractor, or to create any contractual relation whatsoever between a Subcontractor and the City.
- 13.04 The provisions contained in this Article 13 shall apply to subcontracting by a Subcontractor of any portion of the work or services included in an approved subcontract.
- 13.05 The Contractor agrees to indemnify, defend, and hold the City harmless against any claims initiated against the City pursuant to any subcontracts the Contractor enters into in performance of this Contract. The City's approval of any Subcontractor shall not relieve the Contractor of any of its responsibilities, duties and liabilities under this Contract. The Contractor shall be solely responsible to the City for the acts or defaults of its Subcontractors and of each Subcontractor's Associates, each of whom shall for this purpose be deemed to be the agent or employee of the Contractor.

Article 14: Conflict of Interest

- 14.01 The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of the Services under this Contract. The Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed by it.
- 14.02 The Contractor further covenants that no officer, agent, or employee of the City and no other public official who exercises any functions or responsibilities in the review or approval of the undertaking or performance of this Contract has any personal or financial interest, direct or indirect, in this Contract or in its proceeds, whether such interest arises by way of a corporate entity, partnership, or otherwise.
- 14.03 The Contractor warrants (a) that it has not employed and will not employ any person to solicit or secure this Contract upon any agreement or arrangement for payment of a commission, percentage, brokerage fee, or contingent fee, other than bona fide employees working solely for the Contractor either directly or indirectly, and (b) that if this warranty is breached, the City may, at its option, terminate this Contract without penalty, liability or obligation, or may, at its option, deduct from any amounts owed to the Contractor under this Contract any portion of any such commission, percentage, brokerage, or contingent fee.
- 14.04 The Contractor covenants not to employ an employee of the City for a period of one (1) year after the date of termination of this Contract without written City approval.
- 14.05 The Contractor shall provide a statement listing all political contributions and expenditures ("Statement of Political Contributions and Expenditures"), as defined by the Michigan Campaign Finance Act, MCL 169.201, et seq., made by the Contractor, its

affiliates, subsidiaries, principals, officers, owners, directors, agents or assigns, to elective City officials within the previous four (4) years. Individuals shall also list any contributions or expenditures from their spouses.

- 14.06 The Contractor's Statement of Political Contributions and Expenditures shall be attached to this Contract as "Exhibit C" and made a part hereof. **This Contract is not valid unless and until the Statement of Political Contributions and Expenditures is provided.**
- 14.07 The Statement of Political Contributions and Expenditures shall be filed by the Contractor on an annual basis for the duration of the Contract, shall be current up to and including the date of its filing, and shall also be filed with all contract renewals and change orders, if any.

Article 15: Confidential Information

- 15.01 In order that the Contractor may effectively fulfill its covenants and obligations under this Contract, it may be necessary or desirable for the City to disclose confidential and proprietary information to the Contractor or its Associates pertaining to the City's past, present and future activities. Since it is difficult to separate confidential and proprietary information from that which is not, the Contractor shall regard, and shall instruct its Associates to regard, all information gained as confidential and such information shall not be disclosed to any organization or individual without the prior consent of the City. The above obligation shall not apply to information already in the public domain or information required to be disclosed by a court order.
- 15.02 The Contractor agrees to take appropriate action with respect to its Associates to ensure that the foregoing obligations of non-use and non-disclosure of confidential information shall be fully satisfied.

Article 16: Compliance With Laws

- 16.01 The Contractor shall comply with and shall require its Associates to comply with all applicable federal, state and local laws.
- 16.02 The Contractor shall hold the City harmless with respect to any damages arising from any violation of law by it or its Associates. The Contractor shall commit no trespass on any public or private property in performing any of the Services encompassed by this Contract. The Contractor shall require as part of any subcontract that the Subcontractor comply with all applicable laws and regulations.

Article 17: Office of Inspector General

- 17.01. In accordance with Section 2-106.6 of the City Charter, this Contract shall be voidable or rescindable at the discretion of the Mayor or Inspector General at any time if a Public Servant who is a party to the Contract has an interest in the Contract and fails to disclose such interest.

- 17.02. This Contract shall also be voidable or rescindable if a lobbyist or employee of the contracting party offers a prohibited gift, gratuity, honoraria or payment to a Public Servant in relation to the Contract.
- 17.03. A fine shall be assessed to the Contractor in the event of a violation of Section 2-106.6 of the City Charter. If applicable, the actions of the Contractor, and its representative lobbyist or employee, shall be referred to the appropriate prosecuting authorities.
- 17.04. Pursuant to Section 7.5-306 of the City Charter, the Inspector General shall investigate any Public Servant, City agency, program or official act, contractor and subcontractor providing goods and services to the City, business entity seeking contracts or certification of eligibility for City contracts and person seeking certification of eligibility for participation in any City program, either in response to a complaint or on the Inspector General's own initiative in order to detect and prevent waste, abuse, fraud and corruption.
- 17.05. In accordance with Section 7.5-310 of the City Charter, it shall be the duty of every Public Servant, contractor, subcontractor, and licensee of the City, and every applicant for certification of eligibility for a City contract or program, to cooperate with the Inspector General in any investigation pursuant to Article 7.5, Chapter 3 of the City Charter.
- 17.06. Any Public Servant who willfully and without justification or excuse obstructs an investigation of the Inspector General by withholding documents or testimony, is subject to forfeiture of office, discipline, debarment or any other applicable penalty.
- 17.07. As set forth in Section 7.5-308 of the City Charter, the Inspector General has a duty to report illegal acts. If the Inspector General has probable cause to believe that any Public Servant or any person doing or seeking to do business with the City has committed or is committing an illegal act, then the Inspector General shall promptly refer the matter to the appropriate prosecuting authorities.

Article 18: Amendments

- 18.01 The City may consider it in its best interest to change, modify or extend a covenant, term or condition of this Contract or require the Contractor to perform Additional Services that are not contained within the Scope of Services as set forth in Exhibit A. Any such change, addition, deletion, extension or modification of Services may require that the compensation paid to the Contractor by the City be proportionately adjusted, either increased or decreased, to reflect such modification. If the City and the Contractor mutually agree to any changes or modification of this Contract, the modification shall be incorporated into this Contract by written Amendment.
- 18.02 Compensation shall not be modified unless there is a corresponding modification in the Services sufficient to justify such an adjustment. If there is any dispute as to compensation, the

Contractor shall continue to perform the Services under this Contract until the dispute is resolved.

- 18.03 No Amendment to this Contract shall be effective and binding upon the parties unless it expressly makes reference to this Contract, is in writing, is signed and acknowledged by duly authorized representatives of both parties, is approved by the appropriate City departments and the City Council, and is signed by the Chief Procurement Officer.
- 18.04 The City shall not be bound by Unauthorized Acts of its employees, agents, or representatives with regard to any dealings with the Contractor and any of its Associates.

Article 19: Fair Employment Practices

- 19.01 The Contractor shall comply with, and shall require any Subcontractor to comply with, all federal, state and local laws governing fair employment practices and equal employment opportunities.
- 19.02 The Contractor agrees that it shall, at the point in time it solicits any subcontract, notify the potential Subcontractor of their joint obligations relative to non-discrimination under this Contract, and shall include the provisions of this Article 18 in any subcontract, as well as provide the City a copy of any subcontract upon request.
- 19.03 Breach of the terms and conditions of this Article 18 shall constitute a material breach of this Contract and may be governed by the provisions of Article 11, "Default and Termination."

Article 20: Notices

- 20.01 All notices, consents, approvals, requests and other communications ("Notices") required or permitted under this Contract shall be given in writing, mailed by postage prepaid, certified or registered first-class mail, return receipt requested, and addressed as follows:

If to the Police Department on behalf of the City:

City of Detroit
Police Department
1301 3rd AVENUE
Detroit, MI 48226
Attention: Mr. BRAD MAY

If to the Contractor:

728 North Pleasantburg Drive Greenville SC, 29607
Attention: Mr. RANDY HALL

- 20.02 All Notices shall be deemed given on the day of mailing. Either party to this Contract may change its address for the receipt of Notices at any time by giving notice of the address change

to the other party. Any Notice given by a party to this Contract must be signed by an authorized representative of such party.

- 20.03 The Contractor agrees that service of process at the address and in the manner specified in this Article 19 shall be sufficient to put the Contractor on notice of such action and waives any and all claims relative to such notice.

Article 21: Proprietary Rights and Indemnity

- 21.01 The Contractor shall not relinquish any proprietary rights in its intellectual property (copyright, patent, and trademark), trade secrets or confidential information as a result of the Services provided under this Contract. Any Work Product provided to the City under this Contract shall not include the Contractor's proprietary rights, except to the extent licensed to the City.
- 21.02 The City shall not relinquish any of its proprietary rights, including, but not limited to, its data, privileged or confidential information, or methods and procedures, as a result of the Services provided under this Contract.
- 21.03 The parties acknowledge that should the performance of this Contract result in the development of new proprietary and secret concepts, methods, techniques, processes, adaptations, discoveries, improvements and ideas ("Discoveries"), and to the extent said Discoveries do not include modifications, enhancements, configurations, translations, derivative works, and interfaces from the Contractor's intellectual property, trade secrets or confidential information, said Discoveries shall be deemed "Work(s) for Hire" and shall be promptly reported to the City and shall belong solely and exclusively to the City without regard to their origin, and the Contractor shall not, other than in the performance of this Contract, make use of or disclose said Discoveries to anyone. At the City's request, the Contractor shall execute all documents and papers and shall furnish all reasonable assistance requested in order to establish in the City all right, title and interest in said Discoveries or to enable the City to apply for United States patents or copyrights for said Discoveries, if the City elects to do so.
- 21.04 Any Work Product provided by the Contractor to the City under this Contract shall not be disclosed, published, copyrighted or patented, in whole or in part, by the Contractor. The right to the copyright or patent in such Work Product shall rest exclusively in the City. Further, the City shall have unrestricted and exclusive authority to publish, disclose, distribute and otherwise use, in whole or in part, any of the Work Product. If Work Product is prepared for publication, it shall carry the following notation on the front cover or title page: "This document was prepared for, and is the exclusive property of, the City of Detroit, Michigan, a municipal corporation."
- 21.05 The Contractor warrants that the performance of this Contract shall not infringe upon or violate any patent, copyright, trademark, trade secret or proprietary right of any third party. In the event of any legal action related to the above obligations of the Contractor filed by a third party against the City, the Contractor shall, at its sole expense, indemnify, defend and hold the City harmless against any loss, cost, expense or liability arising out of such claim, whether or not such claim is successful.

- 21.06 The making of payments, including partial payments by the City to the Contractor, shall vest in the City title to, and the right to take possession of, all Work Product produced by the Contractor up to the time of such payments, and the City shall have the right to use said Work Product for public purposes without further compensation to the Contractor or to any other person.
- 21.07 Upon the completion or other termination of this Contract, all finished or unfinished Work Product prepared by the Contractor shall, at the option of the City, become the City's sole and exclusive property whether or not in the Contractor's possession. Such Work Product shall be free from any claim or retention of rights on the part of the Contractor and shall promptly be delivered to the City upon the City's request. The City shall return all of the Contractor's property to it. The Contractor acknowledges that any intentional failure or unreasonable delay on its part to deliver the Work Product to the City will cause irreparable harm to the City not adequately compensable in damages and for which the City has no adequate remedy at law. The Contractor accordingly agrees that the City may in such event seek and obtain injunctive relief in a court of competent jurisdiction to compel delivery of the Work Product, to which injunctive relief the Contractor consents, as well as seek and obtain all applicable damages and costs. The City shall have full and unrestricted use of the Work Product for the purpose of completing the Services.

Article 22: Force Majeure

- 22.01 No failure or delay in performance of this Contract, by either party, shall be deemed to be a breach thereof when such failure or delay is caused by a force majeure event including, but not limited to, any Act of God, strikes, lockouts, wars, acts of terrorism, riots, epidemics, explosions, sabotage, breakage or accident to equipment, the binding order of any court or governmental authority, or any other cause, whether of the kind herein enumerated or otherwise, not within the control of a party. In the event of a dispute between the parties with regard to what constitutes a force majeure event, the City's reasonable determination shall be controlling.

Article 23: Waiver

- 23.01 The City shall not be deemed to have waived any of its rights under this Contract unless such waiver is in writing and signed by the City.
- 23.02 No delay or omission on the part of the City in exercising any right shall operate as a waiver of such right or any other right. A waiver on any one (1) occasion shall not be construed as a waiver of any right on any future occasion.
- 23.03 No failure by the City to insist upon the strict performance of any covenant, agreement, term or condition of this Contract or to exercise any right, term or remedy consequent upon its breach shall constitute a waiver of such covenant, agreement, term, condition, or breach.

Article 24: Miscellaneous

- 24.01 If this contract is grant funded, this contract is governed by the terms and conditions of the grant agreement. See the full terms and conditions of the grant are included with this contract.

- 24.02 If any provision of this Contract or its application to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Contract shall not be affected and shall remain valid and enforceable to the fullest extent permitted by law.
- 24.03 This Contract contains the entire agreement between the parties and all prior negotiations and agreements are merged into this Contract. Neither the City nor the City's agents have made any representations except those expressly set forth in this Contract, and no rights or remedies are, or shall be, acquired by the Contractor by implication or otherwise unless expressly set forth in this Contract. The Contractor waives any defense it may have to the validity of the execution of this Contract.
- 24.04 Unless the context otherwise expressly requires, the words "herein," "hereof," and "hereunder," and other words of similar import, refer to this Contract as a whole and not to any particular section or subdivision.
- 24.05 The headings of the sections of this Contract are for convenience only and shall not be used to construe or interpret the scope or intent of this Contract or in any way affect the same.
- 24.06 This Contract and all actions arising under it shall be governed by, subject to, and construed according to the law of the State of Michigan. The Contractor agrees, consents and submits to the exclusive personal jurisdiction of any state or federal court of competent jurisdiction in Wayne County, Michigan, for any action arising out of this Contract. The Contractor also agrees that it shall not commence any action against the City because of any matter whatsoever arising out of or relating to the validity, construction, interpretation and enforcement of this Contract in any state or federal court of competent jurisdiction other than one in Wayne County, Michigan.
- 24.07 If any Associate of the Contractor shall take any action that, if done by a party, would constitute a breach of this Contract, the same shall be deemed a breach by the Contractor.
- 24.08 The rights and remedies set forth in this Contract are not exclusive and are in addition to any of the rights or remedies provided by law or equity.
- 24.09 For purpose of the hold harmless and indemnity provisions contained in this Contract, the term "City" shall be deemed to include the City of Detroit and all other associated, affiliated, allied or subsidiary entities or commissions, now existing or subsequently created, and their officers, agents, representatives, and employees.
- 24.10 The Contractor covenants that it is not, and shall not become, in arrears to the City upon any contract, debt, or other obligation to the City including, without limitation, real property, personal property and income taxes, and water, sewage or other utility bills.
- 24.11 This Contract may be executed in any number of originals, any one of which shall be deemed an accurate representation of this Contract. Promptly after the execution of this Contract, the City shall provide a copy to the Contractor.
- 24.12 As used in this Contract, the singular shall include the plural, the plural shall include the singular, and a reference to either gender shall be applicable to both.

- 24.13 The rights and benefits under this Contract shall inure to the City of Detroit and its agents, successors, and assigns.
- 24.14 The City shall have the right to recover by setoff from any payment owed to the Contractor all delinquent withholding, income, corporate and property taxes owed to the City by the Contractor, any amounts owed to the City by the Contractor under this Contract or other contracts, and any other debt owed to the City by the Contractor.

Article 25: Invoice Submission and Payment

- 25.01 All invoices submitted against the contract must include part or item numbers and part or item description, list price, and applicable discount. Items not properly invoiced will not be paid. It is the Supplier's responsibility to ensure the creation of invoice(s) in Oracle Cloud. Invoices must meet the following conditions for payment:
 - 26.01 Price on invoice must correspond to the pricing listed on purchase order and/or contract.
- 25.02 Supplier must submit price lists in accordance with bid requirements
- 25.03 All suppliers **must** register in the Supplier Portal and be set up for ACH (wireless payment) in order to receive payment
- 25.04 Supplier registration and invoice submission instructions can be found on the City of Detroit's website at <http://www.detroitmi.gov/Supplier>. Questions should be directed to procurementinthecloud@detroitmi.gov.

(Signatures appear on next page)

Signature Page

The City and the Contractor, by and through their duly authorized officers and representatives, have executed this Contract as follows:

City of Detroit:

Police Department:

By: _____

Name

Assistant Chief

Title

Contractor:

DocuSigned by:

By: *Randy Hall*

E8371C29A50D4D3...

Name

Senior Account Executive

Title

THIS CONTRACT WAS APPROVED
BY THE CITY COUNCIL ON:

7/25/17

Date

THIS CONTRACT WAS APPROVED
BY FRC ON:
(if FRC approval is not required, leave blank)

7/31/17

Date

APPROVED BY LAW DEPARTMENT
PURSUANT TO § 7.5-206 OF THE CHARTER
OF THE CITY OF DETROIT

DocuSigned by:

Boysie Jackson

12/4/2017

Chief Procurement Officer

Date

Corporation Counsel

Date

**THIS CONTRACT IS NOT VALID OR AUTHORIZED UNTIL APPROVED BY
RESOLUTION OF THE CITY COUNCIL AND SIGNED BY THE CHIEF PROCUREMENT
OFFICER.**

EXHIBIT A: SCOPE OF SERVICES

I. Notice to Proceed

The term of this Contract shall begin on **UPON CITY COUNCIL/FRC APPROVAL** and shall terminate on 3 YEARS AFTER SAID APPROVAL. The Contractor shall commence performance of this Contract upon receipt of a written "Notice to Proceed" from the City and in the manner specified in the Notice to Proceed.

II. Services to be Performed

Project Description ***3 YEAR CONTRACT*** EFFECTIVE UPON CITY COUNCIL / FRC APPROVAL. - TO PURCHASE FACIAL RECOGNITION LICENSING, SOFTWARE AND EQUIPMENT FOR THE DETROIT POLICE DEPARTMENT GREEN LIGHT LOCATIONS. FUNDS FOR THIS CONTRACT IS ENCUMBERED ON REQ 421688

Project Objective

DataWorks Plus will work closely with the City of Detroit, Detroit Police and Motorola Inc. to provide their FACE Watch Plus real-time video surveillance facial recognition and FACE Plus facial recognition solution. DataWorks Plus will work with the City of Detroit to fine-tune the specifications and create a customized solution that meets our exact needs. DataWorks Plus will provide a turnkey facial recognition system including all the required interfaces to Motorola Command Central Aware Console and ID Networks

Project Schedule

Coordinated efforts are to commence upon receiving City Council /FRC approval.

Project Materials

Project material consists of licensing and services.

Project Coordination

This project will be coordinated by a designated City of Detroit Police Department representative and the Dataworks Plus team.

Project Location

Detroit Public Safety Headquarters
1301 3rd Avenue
Detroit, MI 48226

Project Deliverables

Facial Recognition Software		
PhotoManager Face Plus Database Application Server License		1
* 500,000 Enrolled Records (Dual Engine NEC and ROC)		1
One time batch enrollment and on-going ID Networks interface		1
Real Time Screening Application Server Software * monitors 100 concurrent video feeds		1
Interface with Motorola Command Central Aware Console		1
Real Time Screening Client License (Enterprise Edition)		1
Facial Recognition Case Management Server Application		1
Case Management With Pose Correction (Enterprise Edition)		1
Project Management		1
Installation		1
Training		1
Year 1 Maintenance Warranty		1
Year 2 Maintenance Warranty		1
Year 3 Maintenance Warranty		1
Server Hardware		
DB/Application Server		1
FRCM Matching Server		1
Microsoft SQL Standard Edition (4 Cores)		1
Web Server		2
Preprocessing Server		8
RTS Matching Server		1
Mobile Facial Recognition Software Application		
Mobile Facial Recognition Licenses – unlimited users		1
Year 1 Maintenance Warranty		1
Year 2 Maintenance Warranty		1
Year 3 Maintenance Warranty		1

EXHIBIT B: FEE SCHEDULE**I. General**

(a) The Contractor shall be paid for those Services performed pursuant to this Contract a maximum amount of ONE MILLION FORTY-FIVE THOUSAND EIGHT HUNDRED FORTY-THREE and 20/100 Dollars (\$1,045,843.20), for the term of this Contract as set forth in Exhibit A, Scope of Services.

(b) Payment for the proper performance of the Services shall be contingent upon receipt by the City of invoices for payment. Each invoice shall certify the total cost, itemizing costs when applicable. Each invoice must be received by the City not more than thirty (30) days after the close of the calendar month in which the services were rendered and must be signed by an authorized officer or designee of the Contractor.

II. Project Fees

The following chart outlines the costs for this project:

Facial Recognition Software	Quantity	Fee
PhotoManager Face Plus Database Application Server License	1	Included
* 500,000 Enrolled Records (Dual Engine NEC and ROC)	1	Included
One time batch enrollment and on-going ID Networks interface	1	Included
Real Time Screening Application Server Software * monitors 100 concurrent video feeds	1	Included
Interface with Motorola Command Central Aware Console	1	Included
Real Time Screening Client License (Enterprise Edition)	1	Included
Facial Recognition Case Management Server Application	1	Included
Case Management With Pose Correction (Enterprise Edition)	1	Included
Project Management	1	Included
Installation	1	Included
Training	1	Included
Year 1 Maintenance Warranty	1	Included
Server Hardware		
DB/Application Server	1	Included
FRCM Matching Server	1	Included
Microsoft SQL Standard Edition (4 Cores)	1	Included
Web Server	2	Included
Preprocessing Server	8	Included
RTS Matching Server	1	Included
Total		\$787,690.00

Year 2 Maintenance Warranty	1	\$116,276.60
Year 3 Maintenance Warranty	1	\$116,276.60
Mobile Facial Recognition Software Application		
Mobile Facial Recognition Licenses – unlimited users	1	\$20,000.00
Year 1 Maintenance Warranty	1	Included
Year 2 Maintenance Warranty	1	\$2,800.00
Year 3 Maintenance Warranty	1	\$2,800.00
Project Total		\$1,045,843.20

III. Project Billing

Project stages to be billed upon completion.

EXHIBIT C: PROPOSAL

*****See attached**

ORIGINAL

DataWorks Plus
www.dataworksplus.com

**SOLICITATION 16TW690
SOFTWARE
Facial Recognition &
Real Time Video Feed Facial Recognition
1/9/2017 at 9:00AM**

DataWorks Plus Contact:
Randy Hall
Senior Account Executive
610-322-9559
rhall@dataworksplus.com

Torie Woods
313-224-4612
WoodsTo@detroitmi.gov

**FACE Plus
FACE Watch Plus Real Time
Screening**

DataWorks Plus
728 N. Pleasantburg Dr.
Greenville, SC 29607
Toll-Free: 1.866.632.2780

A Leader in Law Enforcement & Criminal Justice Technology

January 5, 2017

Torie Woods
313-224-4612
WoodsTo@detroitmi.gov

RE: Solicitation 16TW690: Software

Dear Torie Woods,

DataWorks Plus is pleased to submit this formal proposal in response to your requirements for a facial recognition software solution for the City of Detroit and Detroit Police Department.

DataWorks Plus is highly confident in our ability to meet and exceed the specifications detailed in your RFP. With over 1,500 total successful customer implementations and over 30 large scale facial recognition projects and numerous other small to medium-sized installations, including the statewide Michigan Central Data, Image Repository and facial recognition system, DataWorks Plus has the knowledge, products and experience to successfully implement the system we have proposed.

DataWorks Plus has a successful history of implementing large complex systems very quickly. A lot of this success is based on the fact DataWorks Plus is a privately held, medium size company that is extremely nimble, flexible and customer-centric. Our employees have an extensive history in biometric identification systems, offering substantial expertise in equipment, software and services. DataWorks Plus' team provides proven solutions, technical support, and a cooperative attitude in working together to solve your needs.

DataWorks Plus is prepared to demonstrate the features and functions of the proposed system at your convenience. We look forward to providing you technology and support for many years to come. Please feel free to contact me if I can help in any way. Thank you again for the opportunity to submit the proposal and for your consideration of FACE Plus as your facial recognition system.

Sincerely,



Randy Hall
Senior Account Executive
610-322-9559
rhall@dataworksplus

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1 Proposed Solution

For the City of Detroit, DataWorks Plus is proposing our FACE Watch Plus real-time video surveillance facial recognition and FACE Plus facial recognition solutions. DataWorks Plus will work with the City of Detroit to fine-tune the specifications and create a customized solution that meets your exact needs. DataWorks Plus will provide a turnkey facial recognition system including all the required interfaces to Motorola Command Central Aware Console and ID Networks. We have implemented over 500 interfaces and have the tools and the experience to implement interfaces very quickly. The proposed solution can be executed in a VMWare environment.

FACE Watch Plus tracks face images from live video surveillance, processes the images, then searches your database and alerts you when a match/hit has been made. It detects faces within surveillance footage in real-time, then uses cutting-edge facial searching algorithms to rapidly search through your agency's mugshot or watchlist database for positive matches. For additional information about FACE Watch Plus, see page 15. We've also provided a [link to a video description of FACE Watch Plus](#).

FACE Plus provides accurate, reliable identification using the latest facial recognition matching technology and tools to manipulate and compare images. DataWorks Plus has provided the proposed FACE Plus facial recognition system to a wide array of government agencies nationwide, and we are confident that we can meet the specific functionality, capacity, and ongoing support requirements being sought in this request for proposal. For additional information about FACE Plus, see page 18.

Industry-Leading Dual-Engine Searching

We are proposing the ROC and NEC facial matching engines, for dual engine searching which increases system accuracy.

Right Corporate Strategy

DataWorks Plus reacts quickly to customer needs.

Interface Proficiency

DataWorks Plus has created & installed numerous complex interfaces at multiple agencies.

Extensive Facial Recognition Experience

DataWorks Plus has provided the proposed FACE Plus facial recognition system to a wide array of government agencies nationwide.

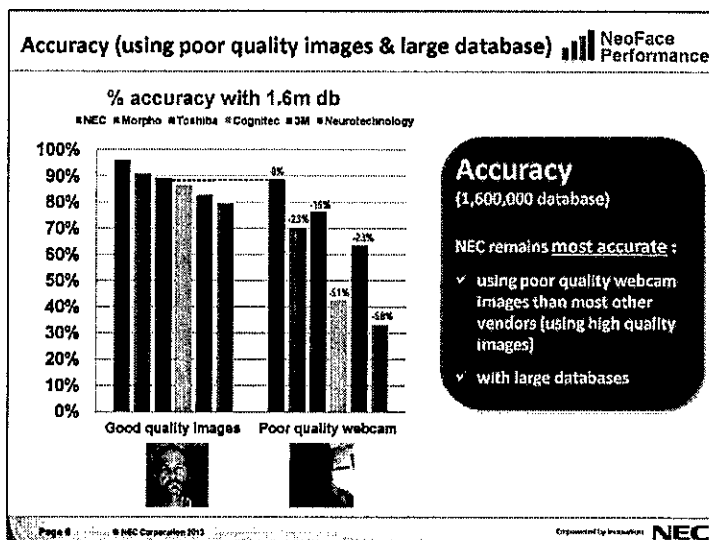
Algorithm Agnostic Solution

The City of Detroit can easily upgrade to another algorithm in the future, if a better one becomes available.

Special Features

Lineups; Search separate systems through single interface;
Integration with other large regional systems and/or
Integration with FBI Interstate Facial Recognition Pilot.

NEC is more accurate
than other vendors
using poor quality
images



1.2 Right Corporate Strategy

DataWorks Plus is a privately-owned, nimble company that reacts very quickly to customer needs. From quick implementation, to support issues, to changing our products to meet specific customer needs, to custom-designed applications, DataWorks Plus will do what it takes to make our customers happy. We believe DataWorks Plus provides more options and more flexibility than any other vendor. And, as a privately-held company, DataWorks Plus makes day-to-day decisions based on what is right for the customer.

1.2.1 Nimble and Low Risk

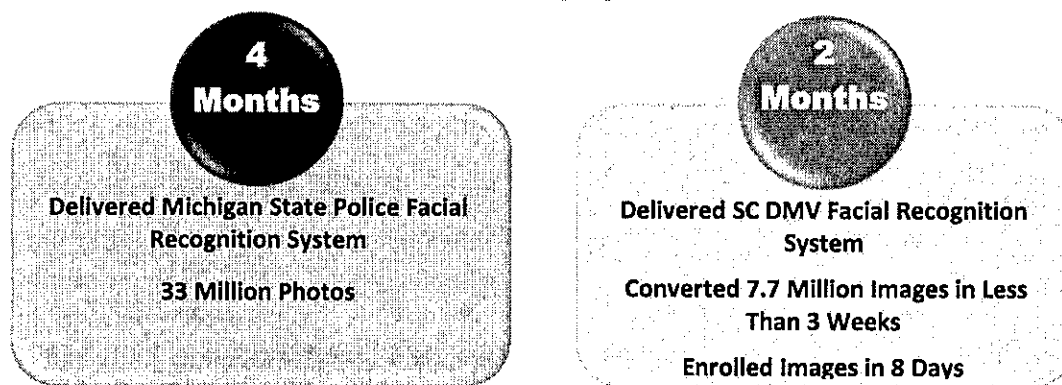
DataWorks Plus understands that the long-term stability of a product requires long-term stability of the company providing it. By maintaining a vision of stability and growth, we have seen the scope of the projects undertaken by DataWorks Plus steadily increase from single standalone systems in small agencies, to multi-agency networked regional solutions, to statewide contracts containing hundreds of agencies with actively-used DataWorks Plus products. As a result, our Support Center technicians, development, and engineering staff have grown in both number and expertise to ensure optimal long-term functionality of all systems we install. We are aware of the critical need for any potential vendor's financial stability and ongoing support capability to be thoroughly evaluated by your agency. As such, we are confident that we can develop, install, and maintain our proposed products to the City of Detroit.

1.2.2 Project Deployment and Solution Delivery

DataWorks Plus currently has a database, system administration for role-based access control and activity tracking, facial recognition matching, and web-based client facial recognition investigative software that meets your requirements. The hardware recommendations are designed to accommodate all speeds and specifications for throughput required by the City of Detroit.

DataWorks Plus has implemented hundreds of customized and turnkey systems in its corporate lifetime. DataWorks Plus delivered the Michigan State Police Facial Recognition system, which had 33 million photos, in less than 4 months after receiving the Purchase Order. We also delivered the SC DMV Facial Recognition system in 2 months. We converted 7.7 million images in less than 3 weeks and enrolled images in 8 days. **This was four months ahead of the required schedule.**

Quick Deployment



1.2.3 Exceptional Support & Ongoing Training

DataWorks Plus is prepared to meet the City of Detroit maintenance requirements with our technical support staff, all based in the U.S., which currently supports over 1,500 government agency systems that require 7 day x 24 hour support. DataWorks Plus' staff members have passed all government and customer-required background checks.

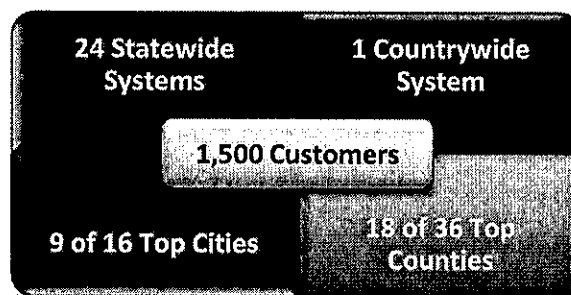
1.3 Interface Proficiency

DataWorks Plus' solution will include all the required interfaces to Motorola Command Central Aware Console and ID Networks. DataWorks Plus already processes ID Networks' Livescan NISTpaks in both Michigan and Virginia to populate the mugshot repository. Our system has an open architecture based on SQL technology and no proprietary software is necessary for setting up or modifying interfaces. We pride ourselves in working with customers to determine their interface needs and incorporating new ideas and technologies into the interfaces available for our customers.

The system uses a SQL database with a customizable data table. Stored procedures are also used to allow complex application functions to be performed without having to re-code the application itself. This not only makes it easy to configure or modify data fields and screen layouts, but it makes the data easily interpretable for third-party applications that need to be interfaced with FACE Plus. For additional information on the types of interfaces we have created, please refer to the "Types of Interfaces" section, on page 32.

1.4 Extensive Facial Recognition Experience

With a customer base of over 1,500 customers, DataWorks Plus will leverage this experience to guarantee success when implementing and providing on-going support and training for the City of Detroit. DataWorks Plus has provided fully-integrated facial recognition and Digital PhotoManager solutions for small to medium-sized installations, and many large agencies, including the following:



1. Michigan State Police/DMV

2. NY/NJ Hidta-NYPD (NY, NY)
3. Maryland Department of Public Safety/DMV
4. Virginia State Police
5. Chicago Police Department (IL)
6. SC Department of Motor Vehicles (SC)
7. SC Law Enforcement Division (SLED)
8. Charleston County Sheriff's Office (SC)
9. Wake County CCBI and Raleigh PD (NC)
10. Country of New Zealand
11. Los Angeles County Sheriff's Department (Face and Tattoo Matching)
12. JNET (PA)
13. Pennsylvania State Police
14. Pennsylvania Department Corrections
15. Pennsylvania Probation and Parole
16. Miami Dade Police Department (Mobile Gang Application)
17. Collier County Sheriff's Office (Naples FL)
18. Federal Agency: HIDTA (NY, NJ) Multi State Implementation
19. Philadelphia Police Department (PA)
20. Columbus Police Department (OH)
21. Irving Police Department (TX)
22. San Diego County Sheriff's Department (CA)
23. Sacramento County Sheriff's Department (CA)
24. San Bernardino County Sheriff's Office (CA)
25. San Mateo County Sheriff's Office (CA)
26. Riverside County Sheriff's Department (CA)
27. San Joaquin County Sheriff's Department (CA)

Large Facial Recognition Customers

Statewide / Countrywide

Michigan State Police
DMV & SLED (SC)
Pennsylvania JNET
Maryland DPS
NY/NJ HIDTA
Virginia State Police
New Zealand

Large Agencies

Los Angeles Sheriff's Department (CA)
San Diego Sheriff's Office (CA)
Miami Dade Police Department (FL)
NY/NJ Hidta-NYPD (NY)
Collier County Sheriff's Office (FL)
Chicago Police Department (IL)
Charleston County Sheriff's Office (SC)

1.4.1 Proven System Integrator

Founded in 2000, DataWorks Plus has developed many different biometric-based identity systems each with unique workflows. At DataWorks Plus, we view ourselves not only as application developers, but also as solid system integrator, using a combination of best-of-breed solutions

from third-party providers, our own commercial-off-the-shelf software, and some custom development to provide the best available working environment for our customers. Our approach to this project in particular involves the integration of the best facial recognition software available today. This knowledge gives us a competitive edge for us to say that we are bringing the City of Detroit the best facial recognition software for the best value. Value is based on speed, cost, and matching quality of the engines.

1.4.2 Unmatched Flexibility and Accuracy

The systems integrator approach has provided DataWorks Plus with experience very few vendors can claim. DataWorks Plus has the ability to test and evaluate different software and devices and inherently learn which systems perform the best and for the best value. This has led us to selling over five thousand mobile fingerprint devices in the State of Florida and integrating major livescan fingerprint devices across the country. Likewise, we have also tested and evaluated major facial recognition algorithms on the market. DataWorks Plus' approach allows us to be open and objective when recommending algorithms. As algorithms improve in the future, the City of Detroit will have total flexibility to select and implement the best.

1.5 Solution is Algorithm Agnostic

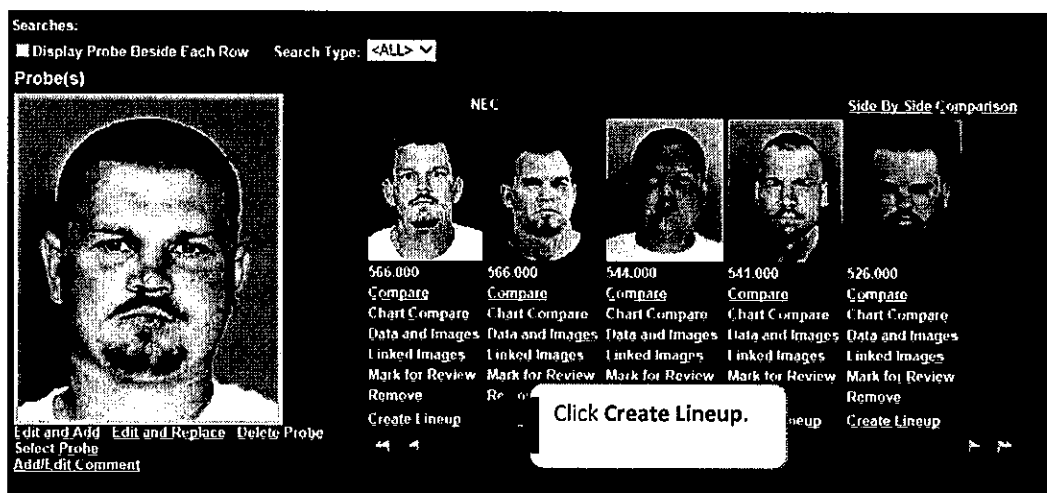
Because our solution is algorithm-agnostic, City of Detroit can easily update to another algorithm in the future, if a better one becomes available. We provide a seamless user interface, which is independent of the algorithm, so additional training won't be necessary in the event of an algorithm change. In addition, our solution supports the use of multiple facial matching algorithms at the same time for even better accuracy.

DataWorks Plus' solution supports algorithms from numerous vendors – the City of Detroit will not be tied to a specific algorithm vendor.

1.6 Special Features

1.6.1 Lineups

Our proposed system exceeds the RFP specifications and provides the ability to generate a photo lineup. Lineup capability will be seamlessly integrated with the proposed facial recognition case management system. This feature-rich system would include all functionality of the full Digital PhotoManager system, including investigative search capability, and customized reports.



Continue adding images until the lineup panel is full.

The screenshot displays the DataWorks Plus software interface. On the left is a search form with two tabs: 'Data 1' and 'Data 2'. The form includes fields for Arrest #, ORI, Name (L, F, M), Sex, Race, Height, Eye Color, Hair Color, Weight, Age, DOB, DOA, Date Printed, Official, FBI #, ORI, and Misc #. There are also dropdown menus for Race, Eye Color, Hair Color, and a 'Database' dropdown set to '1) SC Criminal'. Below the form is a 'Custom Search' dropdown set to '<None>'. On the right is a 'Lineup' panel showing a grid of 12 mugshot images. Above the grid is a 'Matches' section with a 'Recall' button. Below the grid is a 'Page' indicator showing '1/1'. At the bottom of the interface are buttons for 'Options', 'Reset', 'Find', and 'Return'.

1.6.2 Search Different Systems via Single Interface

If allowed by MSP, DataWorks Plus can provide dual search capability – analysts will be able to select a probe and search Detroit and MSP databases **from a single application**. DataWorks Plus is providing MSP's facial recognition system. In a single transaction, our proposed solution will enable analysts to identify the individual by performing a one-to-many (1:N) search of both the Detroit and MSP databases to find if any positive matches exist. DataWorks Plus has currently implemented a similar approach at Michigan State Police, Maryland Department of Public Safety, South Carolina SLED and DMV, and JNET (Pennsylvania.) This combined search approach greatly improves productivity and decision making for analysts.

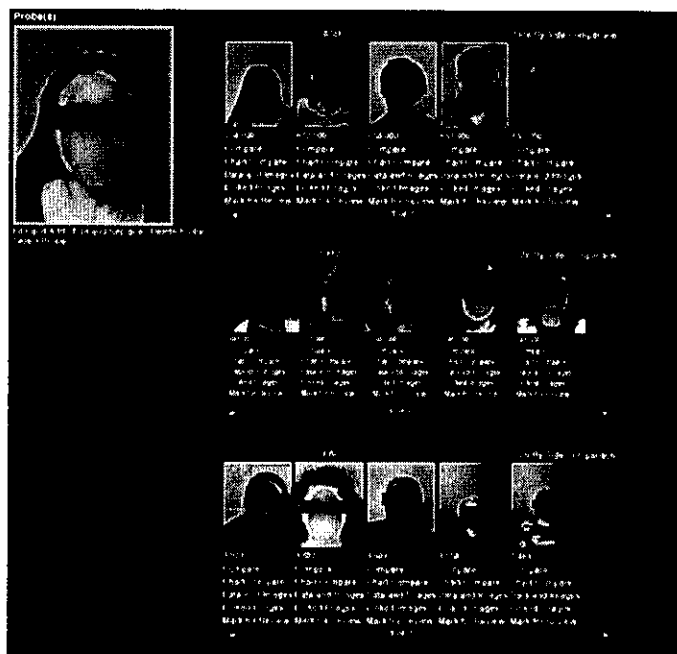
1.6.3 Integration with Other Large Regional Systems

DataWorks Plus maintains numerous large facial recognition databases and provides an opportunity through mutual interest to access those databases such as Chicago, Pennsylvania, New York including NYPD, Northern Jersey, Columbus OH, Virginia and Maryland.

1.6.4 Integration with FBI Interstate Photo System Facial Recognition Pilot (IPSFRP)

DataWorks Plus participated in the original FBI Interstate Photo System Facial Recognition Pilot with the Michigan State Police and has subsequently interfaced the FBI submission to its statewide facial recognition solution for the Maryland Department of Public Safety. Results may be displayed in multiple ways – single row with both arrest and DMV matches, separate rows for each database, separate rows if using multiple search engines, searching FBI, etc. The following screenshot shows an example of a combined search with DMV, multiple engine, and FBI.

The first row of candidates is from the adult database; the second row is from the driver's license database and the third is from the FBI NGI database.



1.7 Optional Items

In addition to the proposed system, DataWorks Plus is offering the following options:

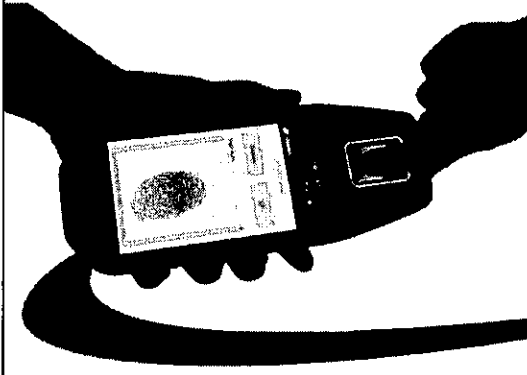
- Evolution Mobile Facial Recognition Device with Client Licenses
- RAPID-ID Mobile Fingerprint Client (used with Evolution)

Pricing has been provided in the Pricing section, starting on page 43.

1.7.1 Evolution for Mobile Facial Recognition and Fingerprint Identification

DataWorks Plus is offering the optional Evolution multimodal identification device. This all-in-one device will provide the City of Detroit unmatched flexibility and functionality, at an exceptionally affordable price. The "All-in-One" Evolution scans fingerprints and captures photos, then displays detailed hit results on the actual device. It is equipped with all industry-standard wireless communication methods, including call capability, 4G LTE Internet, Wi-Fi, Bluetooth and GPS capabilities. If preferred, cellular capability may be disabled, allowing it to be paired to an MDC/MDT, using Bluetooth or Wi-Fi.

Mobile Identification has Evolved...



EVOLUTION

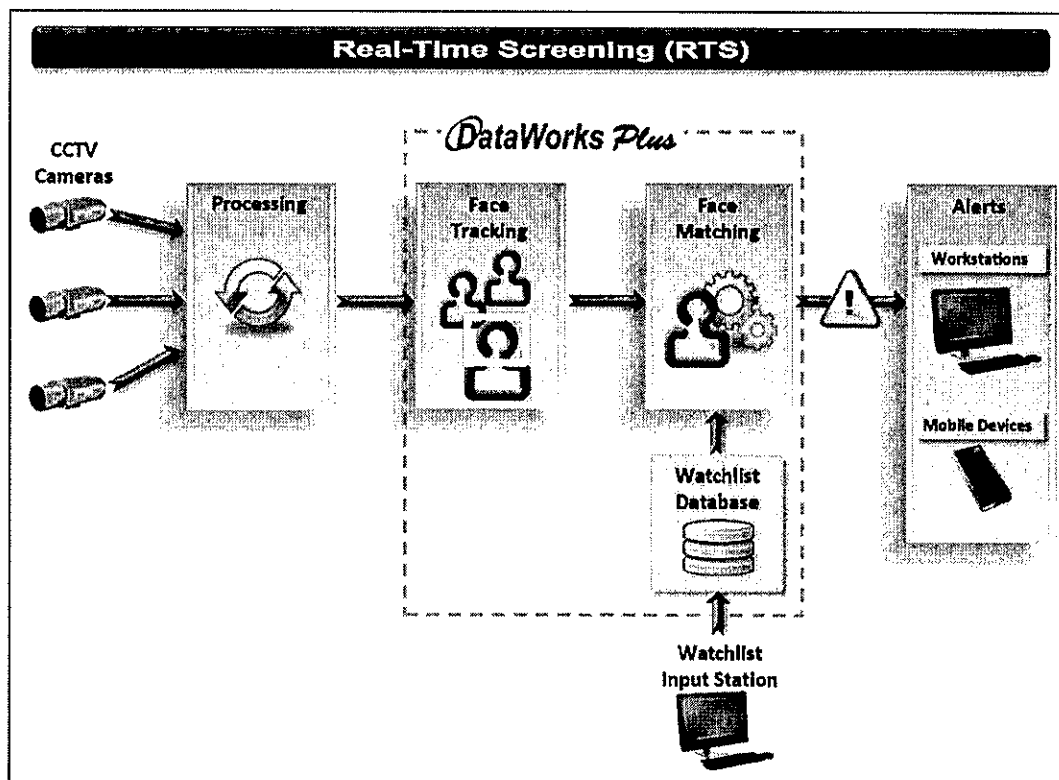
- FBI FAP-30 Certified
- Multimodal Fingerprint & Photo Capture
- Galaxy Android Smartphone
- Cellular or Wi-Fi/Bluetooth
- Secure Mobile Data Service for CJIS Compliance
- Wireless Charging Option

Secure Mobile Data Service (SMDS) from DataWorks Plus provides Mobile Device Management software, two factor authentication, and a customizable shell with advanced features to ensure that your agency complies with the FBI CJIS Security Policy. The FBI CJIS Security Policy defines a minimum set of security standards to ensure the protection of Criminal Justice Information. Agencies must comply with the standards in order to have access to CJIS information and data. DataWorks Plus' SMDS provides the security your agency needs to comply with policy. SMDS also delivers unparalleled customer service and support since our technical support team can remote into the device.

1.8 FACE Watch Plus for Real-Time Video Feed Facial Recognition

DataWorks Plus has worked with the market's leading facial biometric identification providers to develop a fast, reliable, and fully customizable facial recognition system for live surveillance monitoring. FACE Watch Plus tracks face images from live video surveillance, processes the images, then searches your database and alerts you when a match/hit has been made.

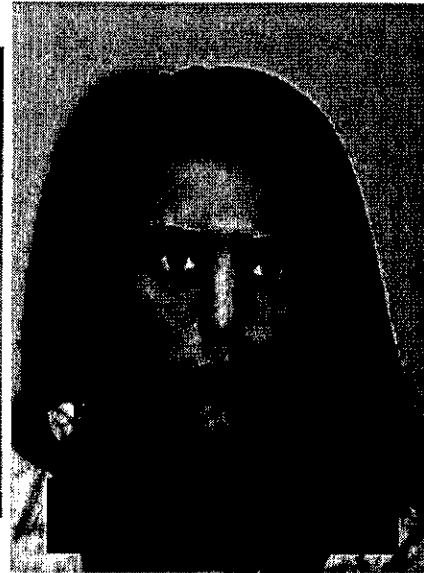
FACE Watch Plus detects faces within surveillance footage in real-time, then uses cutting-edge facial searching algorithms to rapidly search through your agency's mugshot or watchlist database for positive matches. We've also provided a [link to a video description](#) of FACE Watch Plus.



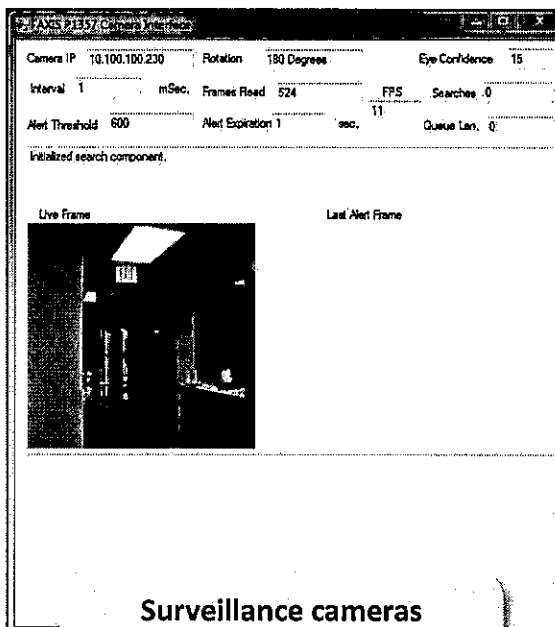
The system will give immediate detailed alerts to authorized users whenever a hit is found on an individual of special concern, and all positive hits are time-stamped so that they can be reviewed by administrators.



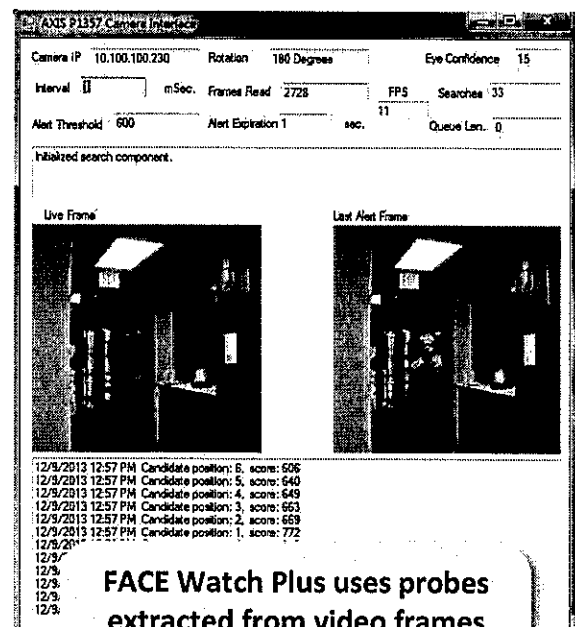
ALEX BYLENGA



1.8.1 Continuous Screening and Monitoring – Detection in Live Video Streams



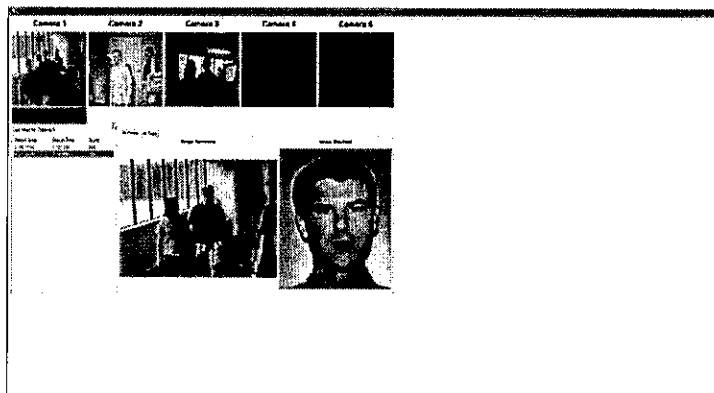
Surveillance cameras
continuously capture and
monitor video.



FACE Watch Plus uses probes
extracted from video frames
to search the database for
potential matches/hits.

1.8.2 Multiple Cameras for Multiple Locations and Angles

FACE Watch Plus provides an efficient system to screen every individual, face on, or even at a side angle. In the event that an individual with a warrant passes by, the system immediately flashes a hit, alerting your agency of a potentially dangerous criminal. Alerts are shown on desired workstations and any associated mobile devices.



1.8.3 Analyzing Hits

In the event of a Hit, Real-Time Screening allows you to organize and view all previous hits in a simple and easy to use manner. Arrange and sort hits by Search Date, Search Time, or Score. Real-Time Screening offers detailed warrant information on any Hit that occurs in order to provide valuable information on the individual screened by the application.

1.8.4 Side-by-Side Viewing of Probe and Hit

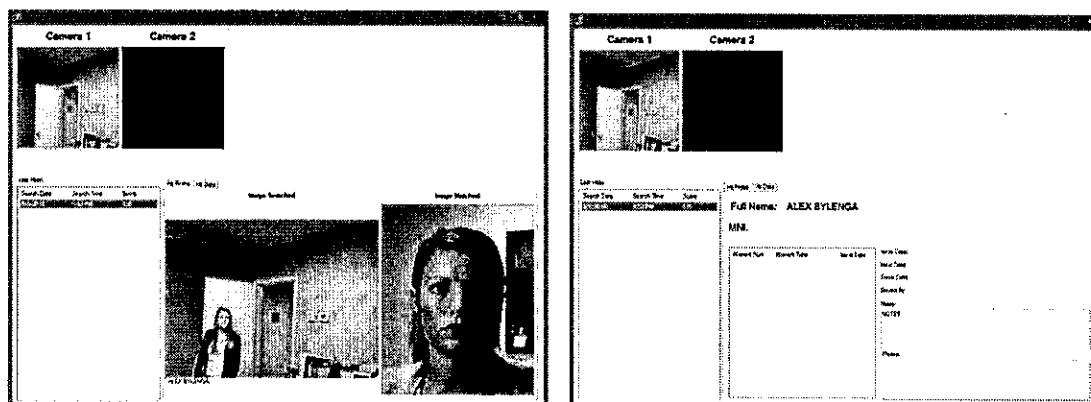
Users may view the probe image at the same time as the match.

1.8.5 Watchlist Applications

Your agency can create a watchlist database that includes images and information about persons of interest or wanted individuals. Records can be added manually, or added from an existing database. Real-time facial recognition searches can be run against this database. As images are captured by the surveillance camera(s), the system will automatically search for matches against the watchlist database. If a facial match exceeds a system defined threshold match, then the image or images are returned.

1.8.6 Customizable Hit Data

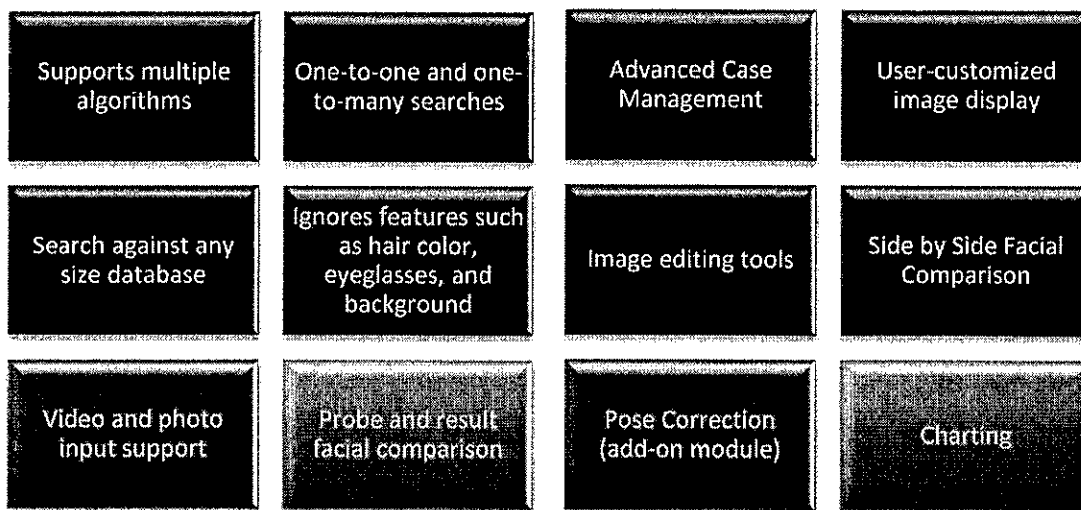
The information contained in alerts is customizable to include not only the name or image of the person identified, but any data contained within the individual's booking record.



1.9 FACE Plus for Facial Recognition through Still Images

DataWorks Plus' FACE Plus provides accurate, reliable identification using the latest facial recognition matching technology and tools to manipulate and compare images. FACE Plus is scalable and is ideal for a multi-agency environment. Many agencies have implemented the DataWorks Plus' FACE Plus facial recognition solution for, investigations, identification at booking, identification on mobile devices, as well as watchlist applications.

FACE Plus Case Management provides the ability to create and link case files, and allows analysts to enroll adhoc images for comparison and search. Analysts may track and store multiple search scenarios in a case. Analysts may upload and manage multiple views of adhoc images taken from single image files as well as video files. Analysts will be able to create a variety of searches with different probe images and data field selections for filtering. The system supports over 40 different fields for data filtering. Each search will be saved as a separate session. Analysts may select a combination of searches to review a blended result based on match scores. Advanced pose correction provides the ability to turn a probe into a 3D model and rotate so the image is facing forward.

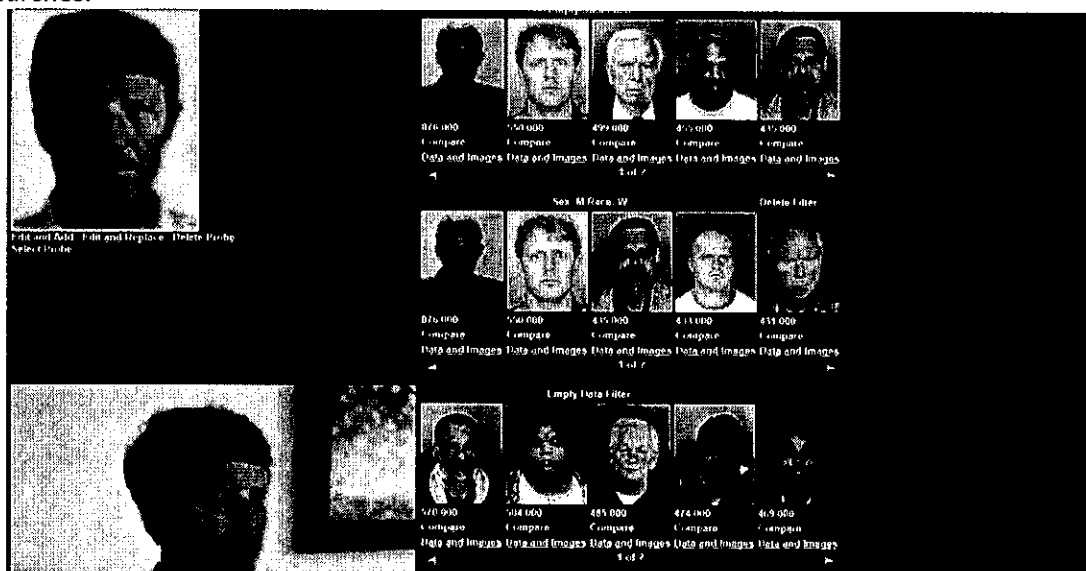


1.9.1 Multiple Search Scenarios

Track and store multiple search scenarios in a case. You may upload and manage multiple views of probe images taken from single image files as well as video files. Then you will be able to create a variety of searches with different probe images and data field selections for filtering. The system supports over 40 different fields for data filtering. Each search will be saved as a separate session. Select a combination of searches to review a blended result based on match scores.

Logout		Close	
Identifier:		Description:	
Start Date/Time:		End Date/Time:	
User Name:	admin		
Reset		Change Password	
Find		New Session	
Sessions (Count: 32)			
Edit	Delete	Id	Description
Edit	Delete	96	21654370 NRC (25 SID HITS)
Edit	Delete	95	21654370 Cognitech (41 SID HITS)
Edit	Delete	94	20528435 NRC (20 SID HITS)
Edit	Delete	93	20528435 Cognitech (22 SID HITS)
Edit	Delete	42	Fruitville NEA
Edit	Delete	41	Fruitville Cognitech
Edit	Delete	35	WF Fraud ID
Edit	Delete	34	White Female Fraud NRC
Edit	Delete	33	White Female Fraud
Edit	Delete	26	PA IMAGE H NRC
Edit	Delete	25	PA IMAGE G NRC
Edit	Delete	24	PA IMAGE F NRC
Date Time Created			
6/20/2011 1:54:17 PM			
6/20/2011 1:51:40 PM			
6/20/2011 1:47:01 PM			
6/20/2011 1:42:20 PM			
6/19/2011 2:43:19 PM			
6/19/2011 2:34:02 PM			
6/19/2011 1:01:54 PM			
6/19/2011 12:48:01 PM			
6/19/2011 12:17:22 PM			
6/19/2011 7:13:15 AM			
6/19/2011 7:11:51 AM			
6/19/2011 7:10:14 AM			

The system will show matching scores for each search result image and allow for composite searches.



1.9.2 Image Enhancement

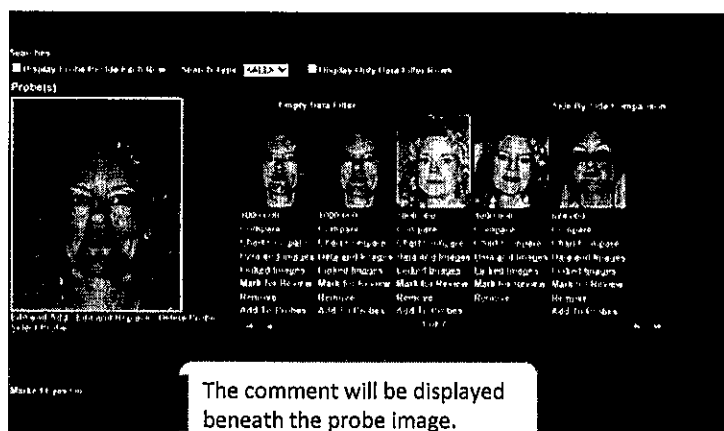
Images can be edited to provide even more accurate results by marking the eye locations, cropping the images to be similar, correcting image brightness, and other basic editing functions. Pose correction and lighting normalization is also available, allowing you to search facial images that were once unsearchable.

Image
Editing
Tools



1.9.3 Add Comments to a Probe

Users may add a comment or description to the probe image. Comments may be added to identify what type of editing was performed on the probe, when the probe was added, etc. This will be helpful in identifying the history of the probe and what was done to the probe.



1.9.4 Sessions May be Shared with Another User

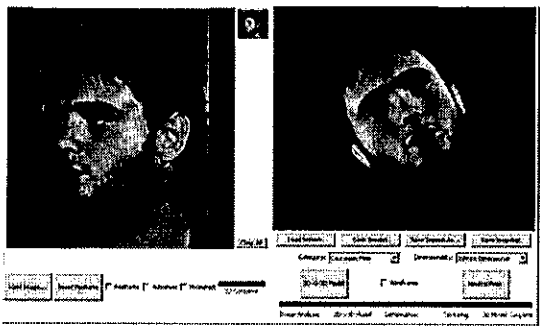
Users may share a read-only session with another authorized user. When a session is shared, the user it is shared with will only be able to view and print the session. Only the user that created the session will have the ability to make changes to the session. The option to create a super user is available. A super user can search and view all sessions created in that system.

1.9.5 Pose Correction & Light Normalization

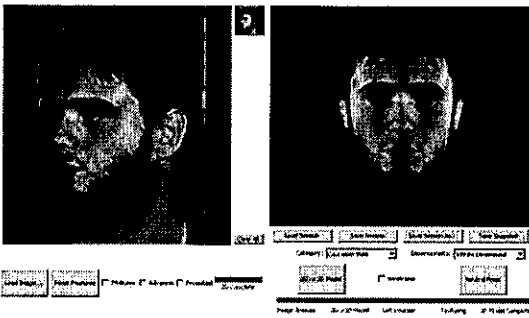
The multiple views from video or single image files can be loaded into the Pose Correction and Light Normalization tool to create a 3D model of the face. From the 3D model, the best possible pose corrected and light corrected image for search will be created.

Pose Correction/Light Normalization

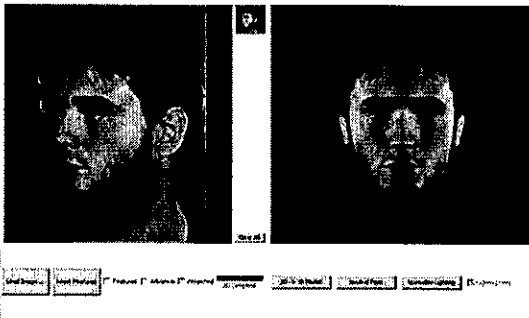
3D model can be created and manipulated to the view you need.



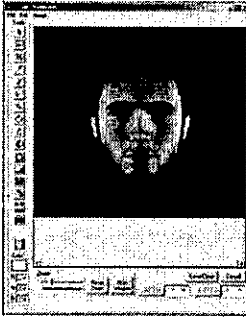
3D Image set to "Neutral Pose."



Light Normalization Options.

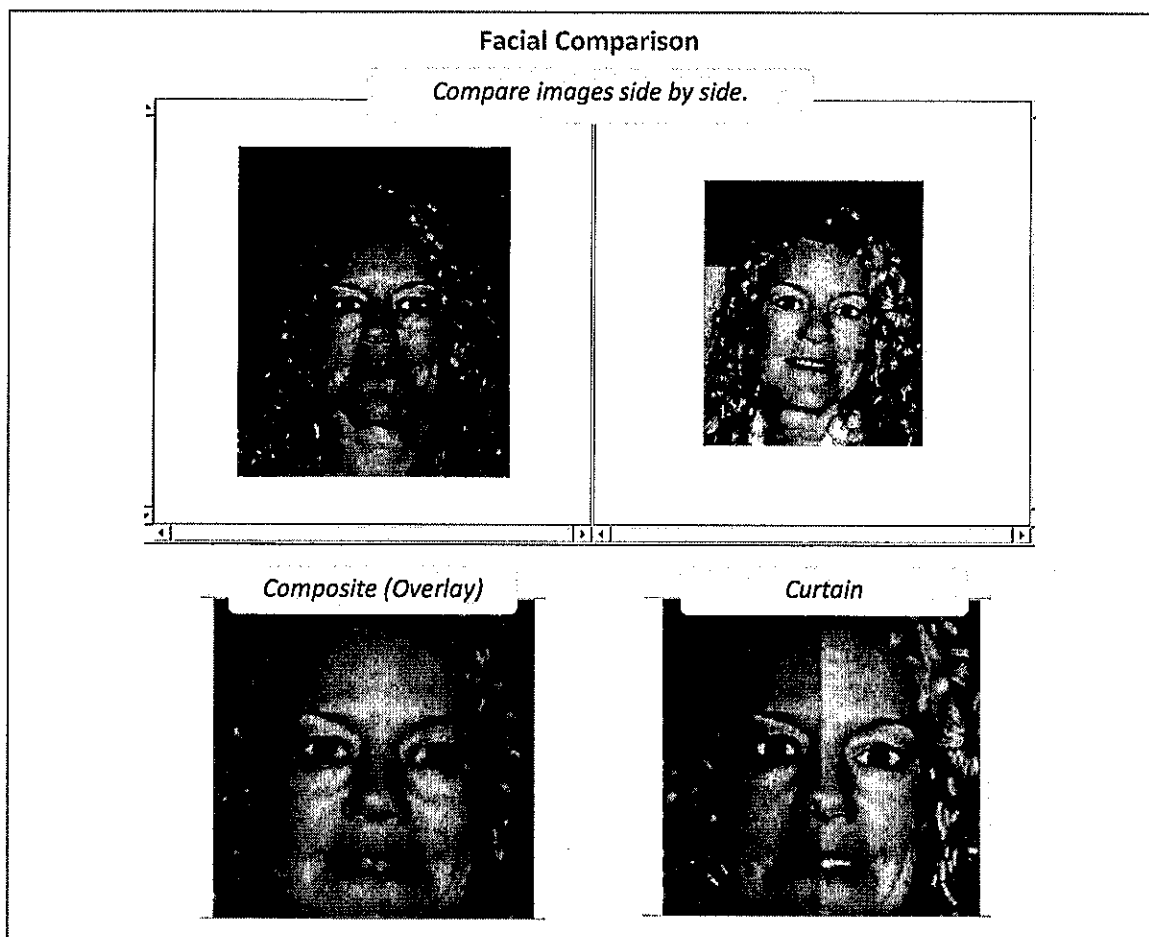


Set Right & Left Eye, and/or do additional editing, and then use to find matching records.



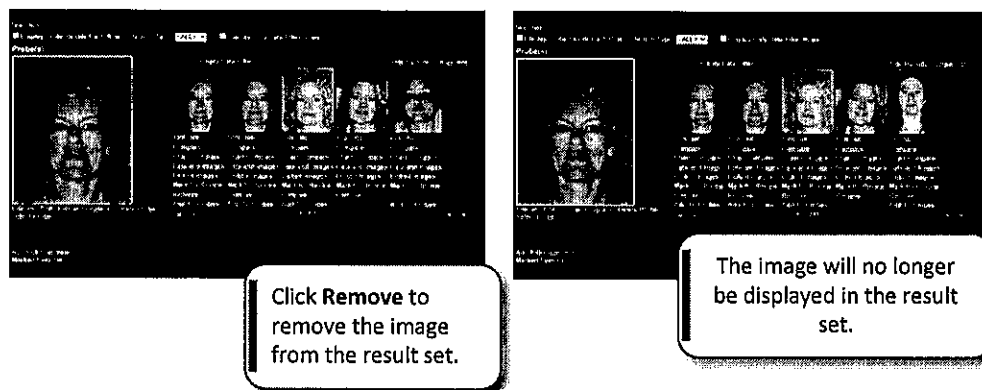
1.9.6 Facial Comparison

Compare images side-by-side or edit copies of images for easier viewing or to clarify certain details. You can overlay two images (composite), or view a “curtain” image, which displays a portion of one image and a portion of the other image (left/right or top/bottom portions).



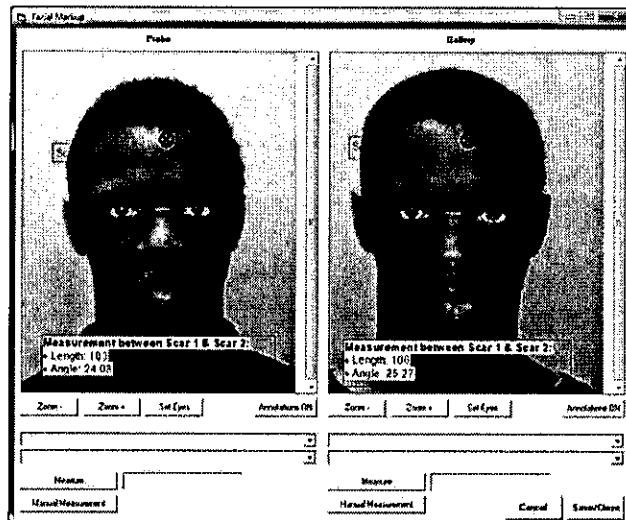
1.9.7 Remove Images from Result Set

After analyzing search results, if users feel confident that a recurring image is not a match to the probe in question, he or she has the ability to remove that image from all result sets.



1.9.8 Charting – Adding Annotations and Measurements

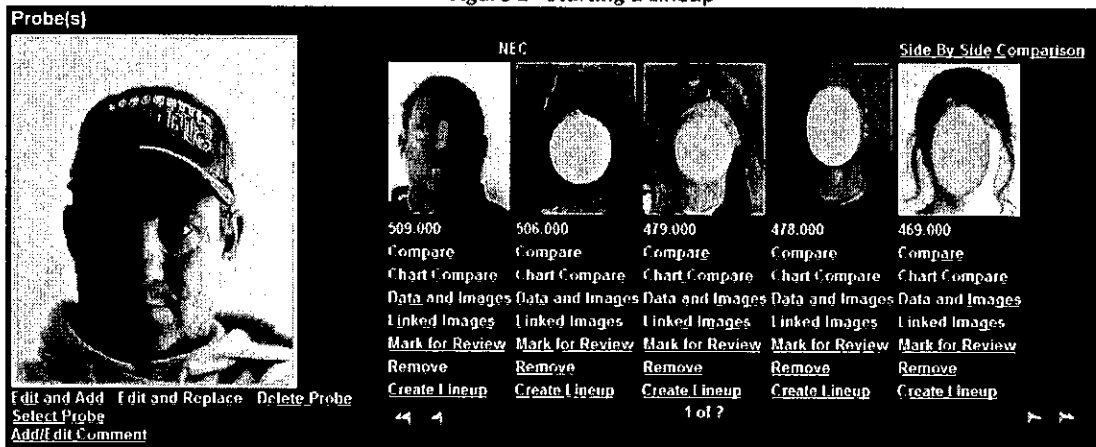
FACE Plus allows you to make annotations and measurements on the probe image and the result image. You may chart the similarities of the images including facial landmarks (moles, scars, etc.) and distances between landmarks (eye socket lengths, distance between facial features, etc.) for court and more accurate identifications.



1.9.9 Full-Featured Photo Imaging Lineup Creation

FACE Plus can also provide the ability to generate a photo lineup using result images as a basis. The lineup creation tools are based upon our Digital PhotoManager photo imaging system for generating photo lineups, which can be obtained as an option by your agency. Users will have an option beneath result images to create a lineup from the specified image.

Figure 1 - Starting a Lineup



The Digital PhotoManager lineup creation interface will then be launched and the facial recognition result image will automatically be added as a candidate image. Users can then manually find and add additional lineup images using the demographic search tools provided.

Figure 2 - Lineup Creation Interface

The interface is divided into two main sections. The left section is a form for entering suspect information, and the right section displays a grid of mugshot images.

Form Fields:

- Default / Conv:** Tabs at the top.
- Arrest #:** Text field.
- Name:** Text field.
- ORI:** Text field.
- SSN:** Text field.
- Sex:** Dropdown menu (FEMALE, MALE).
- Race:** Dropdown menu (AMERICAN INDIAN/ALASKAN NATIVE, BLACK, ORIENTAL/ASIAN, UNKNOWN, WHITE).
- Height:** Text field.
- Eye Color:** Dropdown menu (BLACK, BLUE, BROWN).
- Hair Color:** Dropdown menu (BALD, BLACK, BLONDE OR STRAWBERF).
- Weight:** Text field.
- SID:** Text field.
- DOB:** Text field (12/13/1972).
- Residence:** Text field.
- Transaction Control Number:** Text field.
- Aliases:** Text field.
- Charges:** Text field.

Image Grid:

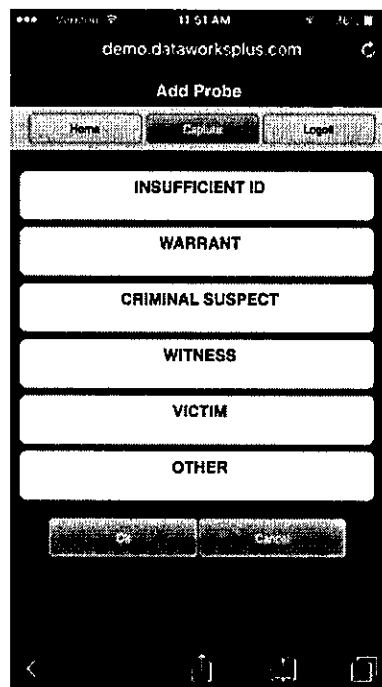
- Displays a grid of mugshot images.
- Includes a search bar with the text "Matches: 2775 Universe: 437405 Page: 1 Viewed".
- Includes a "Recall" button.
- Includes a "Identifier" and "Description" section.

Bottom Bar:

- Database:** 1) SC Criminal
- Custom Search:** <None>
- Image Category:** Front View
- Options:** Options, Reset, Find, Return

1.9.10 Mobile Apps

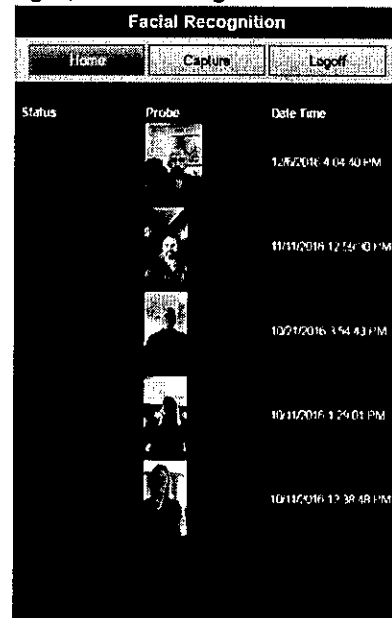
FACE Plus Mobile will allow immediate transaction creation from any location. The application is capable of taking an image captured by the mobile device's built-in camera and immediately using it as a probe image in a facial recognition search. The system provides multiple transaction types which users can select from prior to performing the search. This helps organize and manage investigational workflow.



1.9.10.1 Mobile Facial Recognition Transaction Viewing

As with the use of FACE Plus on full workstations, users will be walked through the transaction process step-by-step from selecting transaction types, adding probe images, and viewing search results. Once the user logs into the application, a list of all recent transactions performed will be displayed on the main menu. All transactions are timestamped by time of submission. The data columns displayed to the user include:

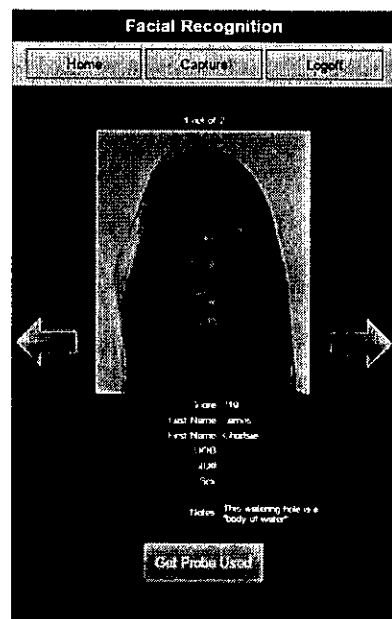
1. Transaction Status (Quantity of Results)
2. Original Probe Image Thumbnail
3. Date and Time of Transaction Creation



Users can simply tap on any transaction from the list to bring up detailed record results on their mobile device. If there are multiple results, then the record with the highest matching score will be shown first. Users can then navigate through results using the left and right blue arrow buttons. Each record result will provide information to the user from the system's database, including:

1. Mugshot or Facial Image from Record
2. Matching Quality Score
3. Demographic Data
4. Notes or Narrative Regarding Individual

Users can also retrieve a copy of the original probe image used for comparison purposes, if desired.



2 References

DataWorks Plus has provided the proposed FACE Plus facial recognition system to a wide array of government agencies nationwide, and we are confident that we can meet the specific functionality, capacity, and ongoing support requirements being sought in this solicitation. DataWorks Plus completed the References form online on BidSync. We have included the Michigan State Reference information again in Section 2.1 as well as information about additional facial recognition projects.

2.1 Michigan DMV/State Police

Name of Reference: Michigan State Police

Contact Person: Pete Langenfeld

Title: Section Manager

Phone No.: 517-898-0286

E-mail address: langenfeldp@michigan.gov

Dates of Service: 2001 to present

Description of Services Provided: Under this contract, DataWorks Plus provides a statewide Central Data, Image Repository and facial recognition for Criminal and DMV Photos integrated into the State Records and ID process. After being competitively selected for the contract from a field of 10 companies, DataWorks Plus was responsible for conversion of databases, interface to the Michigan State live scan station booking and AFIS process via EFTS NIST record, integration to the Oracle based Criminal History Record (CHR) System and an interface to receive records from the DMV system. DataWorks Plus has also created an NLETS interface to share correction data and images from the Michigan SNAP System Department of Corrections records and other NLETS Corrections customers.

As part of the facial recognition solution, DataWorks Plus participated in the original FBI Interstate Photo System Facial Recognition Pilot with the Michigan State Police and has subsequently interfaced the FBI submission to its statewide facial recognition solution for the Maryland Department of Public Safety. Our Michigan and Maryland facial recognition systems were able to integrate both with the pilot version of the ISPFRP as well as the production version. This solution allows for a single probe to search the criminal database, DMV database and the FBI and return all three result sets on a single screen.

The original delivered system utilized the Cognitec algorithm and was later upgraded to include both the Cognitec and NEC algorithm. The system currently consists of a Central Image Repository (CIR) for approximately 40,000,000 image records (8,000,000 criminal and 32,000,000 DMV), backup repository, client workstation software, client web browser access, DMV photo record cleansing, and facial recognition search capabilities for biometric identification. In addition, DataWorks Plus provide a mobile facial recognition application for use in the field.

The technology provided automates state-wide capture, storage, and search of the booking photos with affiliated data and integrates the information to automated fingerprint ID's and data. It provides local law enforcement agencies a means to automate capture processes while having immediate access to the state repository of mugshot photos with data from any browser based client workstation on the state network.

Automated functions provide inclusion of images and image data into the electronic (EFTS / NIST) fingerprint record transmitted to the State NEC Automated Fingerprint Identification System (AFIS) and onto the FBI IAFIS. Facial recognition capability provides the ability to submit photo images to the central system for search against the entire state image database file, returning ID photos and information of those matched against the database. Advanced imaging tools are also available such as pose correction to increase the accuracy of poor probes.

ADDITIONAL INFORMATION:

- There are currently over 1,000 web users, over 25 capture stations, and over 25 different agencies
- Provided a statewide repository for mugshot images that is accessible to law enforcement agencies throughout the state. Provided bandwidth usage statistics, including amount of data passed over the network during a typical user session. Met customer's up-time requirements for first 30 days of productive use.
- Interface to Michigan Dept. of Corrections to import MDOC photos.
- Integration with Michigan State Web Portal and LDAP Directory services.
- Interface with updated Criminal History (MQSeries integration).
- Interface to serve images to external applications.
- Implemented daily statistical reports sent to management via email including number of records added for the day.
- Automatic warning messages sent to management via email in the event of system problems (e.g. Low disk space)

2.2 Chicago Police Department

DataWorks Plus partnered with Motorola to provide the Chicago Police Department and the Chicago Transit Authority with a Real Time Screening System (RTS) and a Facial Recognition System (FRS). The project objective included Real Time Screening using Facial Recognition on Chicago's vast camera monitoring system which includes nearly 20,000 street, transit and other video cameras located throughout the city. DataWorks Plus integrated its RTS system with Chicago's Genetec Omincast camera video streams to allow Chicago to select any number of cameras to monitor using facial recognition and a special persons of interest Watchlist mugshot database. The RTS systems generated possible hit transactions for review through a web user interface. Additionally, Chicago has approximately 7 million criminal photos in its facial recognition system and uses the system primarily to solve crimes using probes generated from street cameras, Facebook, and other sources. For this project, our company and created an enrollment database that seamlessly interfaced with the agency's existing Motorola booking systems. This allowed images to automatically be enrolled into the facial recognition database as routine bookings are performed, which is then immediately made available for facial recognition searches using our FACE Plus system. DataWorks Plus provided a web-based facial recognition user interface throughout the agency facilities. The system is equipped with multi-algorithm searching capability utilizing both the NEC and Cognitec searching engines, giving users a much more comprehensive set of results to work with in their investigations.

In addition to standard facial recognition searches, the FACE Plus Case Management system allows Chicago users to perform advanced image comparison, editing, and 3D pose correction. This has enabled investigators to use poorly captured probe images that would otherwise be unusable. Images can be annotated and compared via both side-by-side and overlay views. Several customizations were made to the user interface to meet the specific data field types and

naming conventions of the Chicago Police Department. DataWorks Plus provided full video training to help demonstrate the workflow to new users.

2.3 SC DMV

DataWorks Plus was selected through a competitive bidding process to provide its FACE Plus facial recognition system to the South Carolina Department of Motor Vehicles. Our FACE Plus Case Management facial recognition system is being implemented to serve as a statewide biometric identification system which integrates with DMV locations throughout the state. As individuals are photographed for the creation of an ID card or License within a DMV branch, the image is immediately submitted to the state for matching and identification. The system's facial template enrollment is accomplished through a data scrub and migration of SC DMV's existing facial image database of over 8.5 million images. As new images are generated through ongoing DMV operations, they will also be enrolled in the SC DMV facial recognition system.

With our SC DMV FACE Plus implementation, whenever any positive hits are found from facial probe submissions, the user submitting the image within the DMV will be notified. Additionally, SLED is notified manually if DMV investigators determine there was intentional fraud. The timestamped transaction results can be reviewed by authorized users as needed. Information regarding the location of the submission, the probe image captured, and any positive matches that were found within the state database are all retained within system case files. Investigators can pull up the record info, print or email reports, and save custom narrative or image annotations to the system's database for the ongoing management of investigations. The system's user client is web-based, which allows authorized users from both SC DMV and SLED to access any transaction records within a standard web-browser.

2.4 Maryland Department of Public Safety

Under this contract, DataWorks Plus provides a statewide Central Data and Image Repository for Criminal and DMV Photos integrated into the state records and ID process. DataWorks Plus was responsible for conversion of databases and interfaces to DMV and Criminal Photo Database systems. We also provide an image to the DMV from our capture station through an interface so that when an inmate is released, they have a state-issued ID waiting for them if they did not have one already.

The delivered system consists of a Central Image Repository (CIR) for approximately 9,000,000 image records (2,000,000 criminal and 7,000,000 DMV), client web browser access, data/image record cleansing, and facial recognition search capabilities for biometric identification. It provides local law enforcement agencies a means to access to the state repository of mugshot and DMV records with integrated facial recognition for investigative purposes from any browser-based client workstation on the state network. We are also hitting the FBI Facial Recognition system and the return is displayed on the same graphical interface as is the Adult Criminal Database and the MD Driver's License database (DMV).

2.5 JNET (PA)

The Pennsylvania JNET Facial Recognition System (JFRS) was provided with two search engines, using the Cognitec algorithms and the NEC algorithms. As the algorithms differ, the results differ. The system displays each search engine result set separately and also shows a combined result set with the results common to both result sets. Our real world experience proves two algorithms increase the system's accuracy. JNET won a Computerworld award because of the unique implementation. Watch the Computerworld video on our website: <http://www.dataworksplus.com/faceplus.html>.

*Award-Winning Implementation of
DataWorks Plus' Facial Recognition
Solution at JNET (PA) – Highlight
video on our website:*

<http://www.dataworksplus.com/faceplus.html>

DataWorks Plus also built a customized Case Management client that incorporates pose correction and light normalization of off-posed or poorly lighted images. It also includes additional edit options, such as contrast and brightness and allows for curtained side-by-side viewing of the probe and result photo. The JFRS system supports interfaces to external systems, including submission of probe photo to the PENN DOT driver's license database that is provided by MorphoTrust. PENN DOT results are displayed within the facial recognition Case Management application. The system also accepts a probe photo from the PENN DOT system and sends back result images.

JFRS is linked to the Commonwealth Photo Imaging System (CPIN) and supports a watchlist, whereby images obtained of suspects wanted for any number of reasons can be placed on the watchlist by an investigator. Each new arrest processing image captured in CPIN, the statewide mugshot system, is run against the watchlist for a possible match. If a possible match is found, the system sends an email notification to the person submitting the photo image with the current location information. The watchlist monitor function also notifies the booking station that there is a possible match and that an investigator may be contacting the booking center for more information. The system is set up so that the submitting investigator views and evaluates the new arrest photo and the submitted photo for match possibilities. The booking station personnel do not have judgment responsibility. The facial recognition system also supports image submission from mobile devices for field investigations, returning results to a secure web page accessible from the device.

2.6 South Carolina Law Enforcement Division (SLED)

DataWorks Plus was selected through a competitive bidding process to provide its Digital PhotoManager and FACE Plus systems to the South Carolina Law Enforcement Division (SLED) for facial recognition and investigative searching purposes. Under this contract, DataWorks Plus has provided a central server and created a new database to enroll millions of facial booking images from SLED's statewide booking repository. Authorized users throughout the state can now securely upload probe images for rapid facial recognition searches via a web-based client within a standard web browser. The system's industry-leading search algorithms ensure the highest accuracy possible with query results.

The FACE Plus system also provides SLED with many investigative tools which maximize the effectiveness of facial recognition searches. Match results can be printed, saved, and emailed as necessary to help with ongoing investigations. Our Digital PhotoManager software also allows digital lineups of individuals to be created directly from facial recognition search results. These

lineups can also be saved and printed, or used for secure witness viewings to positively identify suspects.

Additionally, as the provider of the South Carolina Department of Motor Vehicles (SC DMV) driver's anti-fraud facial recognition system, which is also based on the FACE Plus system, DataWorks Plus has been able to seamlessly integrate driver's license fraud case management and SLED's internal criminal case management into a unified interface for SLED investigators. SLED will receive notifications for any driver's license fraud reports, and investigators can then pull up the record info, print or email reports, and save custom narrative or image annotations to the system's database for the ongoing management of investigations. Since both agencies' systems utilize the same web-based FACE Plus product from DataWorks Plus, authorized users from both SC DMV and SLED can access any transaction records as needed through the same application interface.

2.7 Los Angeles County Sheriff's Department

DataWorks Plus has implemented a digital mugshot system with software and services for the County of Los Angeles, California. The system includes Digital PhotoManager investigative booking system, NIST Manager Plus fingerprint archive and retrieval system, FACE Plus facial recognition, tattoo matching, Cal-Photo consolidation, and composite drawing software. The Digital PhotoManager and NIST Manager Plus application servers store the existing 7 million booking images (from 4.3 million records) and 3 million new NIST records with mugshot photos, data, ten-prints, and palm prints. The Storage Area Network (SAN) provided accommodates this with 30 Terabytes of usable storage. Los Angeles County staff can retrieve mugshot records and create line-ups from any networked PC using the WebWorks web application. In addition, fingerprint records can also be retrieved and viewed from any networked PC using the web-enabled NISTWorks application.

The FACE Plus and Tattoo Matching server is scaled to perform facial recognition searches on 7 million facial templates and return a response in less than 15 seconds. A mugshot or other facial image can be used to search against existing records. Any matches will be returned and displayed in order of the highest facial match score. The server also includes 2 million templates for the registration of tattoos. Agency staff members are able to use the tattoo matching to locate any matching tattoo images already in the system. This is especially helpful to locate a specific suspect with a unique tattoo or to locate gang members who have the same tattoo.

DataWorks Plus has delivered a customized data cleansing program where each time a new arrest photo is enrolled into the system, the photo is 1:R compared using Facial Recognition. Records that have exceptions are flagged as Facial Recognition exception within the record. The analyst can search for all records that have Facial Recognition exceptions, resolve as needed, and unflag the record.

3 Requirements Response

DataWorks Plus has responded to each requirement listed in the RFP.

The vendor is responsible to work closely with City of Detroit, Detroit Police and Motorola Inc., the vendor for the Command Central Aware Console, in the deployment of all technology. Each type of Facial Recognition solution has specific needs. In all cases vendor will work closely with City of Detroit and Detroit Police Staff and Motorola Representatives to ensure functionality and to ensure that the technology meets the needs of the City of Detroit and the Detroit Police Department Real Time Crime Center.

RESPONSE: DataWorks Plus understands and fully complies

3.1 Real Time Video Feed Facial Recognition

- Client software to be integrated with the Motorola Command Central Aware Console

RESPONSE: DataWorks Plus understands and fully complies. DataWorks Plus has extensive experience with integrating its solutions with third-party data systems. For your agency, DataWorks Plus can create software interfaces which allow the proposed FACE Watch Plus application to push and pull data between itself with the existing Motorola Command Central Aware Console. Our system has an open architecture based on SQL technology and no proprietary software is necessary for setting up or modifying interfaces. We pride ourselves in working with customers to determine their interface needs and incorporating new ideas and technologies into the interfaces available for our customers.

DataWorks Plus integrated its RTS system with Chicago's Genetec Omnicast camera video streams to allow Chicago to select any number of cameras to monitor using facial recognition and a special persons of interest Watchlist mugshot database. The RTS systems generated possible hit transactions for review through a web user interface. Additionally, Chicago has approximately 7 million criminal photos in its facial recognition system and uses the system primarily to solve crimes using probes generated from street cameras, Facebook, and other sources. For this project, our company and created an enrollment database that seamlessly interfaced with the agency's existing Motorola booking systems. This allowed images to automatically be enrolled into the facial recognition database as routine bookings are performed, which is then immediately made available for facial recognition searches using our FACE Plus system.

- Client licensing

RESPONSE: DataWorks Plus understands and fully complies. DataWorks Plus is providing an enterprise site license.

- Interface with Motorola Command Central Aware Console

RESPONSE: DataWorks Plus understands and fully complies. DataWorks Plus will create software interfaces that allow FACE Watch Plus to push and pull data as needed between itself and the Motorola Command Central Aware Console. Our system has an open architecture based on SQL technology and no proprietary software is necessary for setting up or modifying

interfaces. We pride ourselves in working with customers to determine their interface needs and incorporating new ideas and technologies into the interfaces available for our customers.

The system uses a SQL database with a customizable data table. Stored procedures are also used to allow complex application functions to be performed without having to re-code the application itself. This not only makes it easy to configure or modify data fields and screen layouts, but it makes the data easily interpretable for third-party applications that need to be interfaced with FACE Plus. For additional information on the types of interfaces we have created, please refer to the "Types of Interfaces" section below.

Types of Interfaces

We have developed many techniques for interfacing to other systems, including the use of ODBC/Stored Procedures, Share File, Web Services, and others. We have implemented a number of different triggers and methodologies to ensure data synchronization, including timers, state based and missing data. We have integrated with many vendors' databases, including Oracle, SQL Server, and many others on different platforms, including AS400, IBM Mainframe, UNIX, VMS, Burroughs/Unisys Mainframe OS, Novell and Windows.

Listed below are some of the types of interfaces we use with our customers to send or receive data and/or images within our application. For your convenience, these are broken into the following categories:

- **Interfaces used to retrieve data from another application**
- **Interfaces used to share images with another application**
- **Interfaces used to send data to another application**

Interfaces used to retrieve data from another application

- Web Service: If a Web Service is available, it can be used to pull data and/or Images.
- Shared File: In this process, data is sent to a shared directory. Data is then sent to the directory from the external application and our processes pull the data. The format for this type of interface can vary, based on customer needs. Dasync (a common format used by DataWorks Plus for sending/receiving files) and NIST files are formats that can be used with this format.
- SQL/ODBC Connection: This process will pull data via an ODBC connection from Oracle, an AS400, other SQL databases, or MYSQL.
- Data Post: This process allows customers to run an insert into an SQL Table for hosting of data or updates.
- Stored Procedure: This will pull information via an SQL stored procedure and insert the information into our database.
- XML Request: This will issue an XML request and receive data and/or images back to the DataWorks Plus application.
- FTP Link: This process will pull data and/or images into the DataWorks Plus application via an FTP link.
- Image and/or data send via NIST File: This process will receive data and/or images via a live scan input station. The information is then sent to the DataWorks Plus application via a standard NIST Packet.

Interfaces used to share images with another application

- Web Service: Data and images can be made available to other applications via a Web Service. This will provide a common interface that can be accessed from a variety of platforms.
- ASP image source: This interface is used to allow external applications to view an image from the DataWorks Plus application. If the external application is a web application, then simple HTML can be included in a web page to display the images from the application.
- File Request: An external application can request an image via a file request.
- Stored Procedure: An external application can request an image via a SQL Server stored procedure. The name and the parameters of the stored procedure are custom. The image returns in the result set.
- Read Only Access: An external application can query the DataWorks Plus SQL Server directly and retrieve images.
- SQL Export: The DataWorks Plus application can export images to another relational database.
- File Export: The DataWorks Plus application can export images and data to a file system so that an external system can import them.
- ASP XML: With some development, DataWorks Plus can build an ASP page that will send an XML response containing data and/or image data.

Interfaces used to send data to another application

- Web Service: Data and images can be made available to other applications via a Web Service. This will provide a common interface that can be accessed from a variety of platforms.
- Extracting Data and/or Images: Data and images can be extracted in a variety of ways. This process will batch send data and images to an external system. Currently, Pinellas County, Florida, uses this process, which allows them to transmit data and images nightly from a Digital PhotoManager server in Manatee, Orlando and Miami to a server at Pinellas County. A data record can be exported to an XML file and the associated jpeg images can be embedded in the XML (Base64 encoded). XML files can be formatted, according to NEIM/Global Justice standards or customized to an agreed upon format. Data can be exported to a delimited text file with associated images exported to a folder. Data and images can be extracted real-time as new data arrives or a periodic extract can be defined so that each night the previous day's data is extracted. Once the data is extracted, it can be forwarded to another system via a portable storage device, such as a USB drive, FTP or SFTP, Network File Share, Message Queue, etc. The XML extract mentioned above is in use at NYPD. As new records are added to the NYPD mugshot database, the data and images are extracted to XML files and forwarded to NY State via a Message Queue.
- Shared File Interface: This process will place a file containing images and/or data on a shared directory for retrieval by an external application. This type of interface is commonly used for sending of data to a live scan system. Dasync (a common format used by DataWorks Plus for sending/receiving files) and NIST files are formats that can be used with this format.
- Linked Images: Customers with multiple DataWorks Plus applications on one server may elect to use this interface to preview images from one within the other.
- Extract to Zipped File: This process downloads a zipped file of data and images for use on another system or as a backup.
- File Request (defined earlier)

- ASP (defined earlier)
 - SQL Stored Procedure (defined earlier)
-

- **Facial recognition software capable of performing facial recognition searches on images obtained from video streams against the Detroit Police Department repository of over 500,000 images**
-

RESPONSE: DataWorks Plus understands and fully complies. The proposed FACE Watch Plus system is scalable to handle rapid facial search queries against any sized agency repository. For example, our facial recognition software searches a repository of approximately 40,000,000 images for Michigan State Police, 9 million for Maryland Department of Public Safety, and over 8.5 million images for SC DMV. Since each agency is different in size and throughput, DataWorks Plus can provide a custom hardware and software configuration which is optimized for performing video stream image facial recognition your agency's repository, as specified. For additional information about FACE Watch Plus, see Section 1.8: FACE Watch Plus for Real-Time Video Feed Facial Recognition, starting on page 15.

- **Vendor solution must be capable of facial recognition on not less than 100 concurrent video feeds**
-

RESPONSE: DataWorks Plus understands and fully complies. Our FACE Watch Plus system is scalable to meet this throughput requirement for video feed facial recognition. We are proposing a hardware and software configuration which can perform searches at the rate necessary for managing 100 concurrent video feeds, as specified.

- **Vendor must have a proven track record with biometric/image data stored using the Detroit Police Department's current ID Networks data sources**
-

RESPONSE: DataWorks Plus understands and fully complies. We will be able to integrate our FACE Watch Plus application with your existing ID Networks data system, as specified. DataWorks Plus already processes ID Networks' Livescan NISTpaks in both Michigan and Virginia to populate the mugshot repository. DataWorks Plus has developed many different biometric/image-based identity systems, each with unique workflows. We have an extensive history in biometric identification systems and interfacing with multiple data sources. Additional details about our vast interface expertise has been provided in a previous response, starting on page 31. We have also provided information about several facial recognition projects in Section 2, starting on page 26. DataWorks Plus has more experience with multiple facial matching algorithms than any other company. Our system is designed to integrate with all of the major vendor's facial matching algorithms. Because we support facial matching systems from several vendors, DataWorks Plus can take an open and independent approach to recommend the best algorithms for each customer.

DataWorks Plus developed the first multiple vendor facial recognition algorithm search and user interface in the industry. It allows a user to submit one image and search two or more algorithms simultaneously, then receive rows of facial results unique to each algorithm. Our real world experience proves two algorithms increase the system's accuracy. This multiple-algorithm approach has been well-received and adopted by our customers, including JNET (PA), San Bernardino County, Chicago Police Department, and Riverside County. JNET won a Computerworld award because of the unique implementation. Watch the Computerworld video on our website: <http://www.dataworksplus.com/faceplus.html>.

Award-Winning Implementation of DataWorks Plus' Facial Recognition Solution at JNET (PA) – Highlight video on our website:

<http://www.dataworksplus.com/faceplus.html>

For the City of Detroit, DataWorks Plus is proposing the ROC (DaVinci) and NEC algorithms. The ROC algorithm is among the most accurate on the market. Our real-world experience and NIST testing has shown NEC algorithm to be the number one algorithm - ranked number #1 for the third consecutive time in the FRVT 2013 test results.

- **Server software must be compatible with the Detroit Police Department's Microsoft Windows Server and Microsoft SQL Server versioning**

RESPONSE: DataWorks Plus understands and fully complies.

- **Client software must be compatible with the Detroit Police Department's Microsoft Windows 7 or above workstation environment**

RESPONSE: DataWorks Plus understands and fully complies.

- **Vendor must provide professional services that include project management, installation, setup and training**

RESPONSE: DataWorks Plus understands and fully complies. DataWorks Plus will provide each of these listed professional services for this project, if awarded. We will assign a dedicated Project Manager who will coordinate all contractual labor and services performed in a mutually-agreeable timeline. He will serve as the primary point-of-contact throughout the project. Once DataWorks Plus has completed installation and setup, we will provide both Administrator and User training. Administrator training covers all managerial tasks related to system supervision, and User training covers all day-to-day workflow and functionality of the system. Written documentation will also be provided.

DataWorks Plus uses a "Train the Trainer" method in which agency supervisors are trained so that they can, in turn, train future staff. This helps reduce or eliminate future training costs to the agency. Trainers will be prepared to provide user orientations with lectures as well as hands-on practice with the applications.

Table 1: Real Time Video Training User Orientation

System Overview	
Basic	Launching Application Camera Setup Using Dashboard Hits <ul style="list-style-type: none"> • Viewing hits for a particular camera • Clearing hit data Analyzing Results <ul style="list-style-type: none"> • Hit Probe Tab • Hit Data Tab Interface with cameras Email Notifications Text Notifications
Advanced	Customizing Hit/View Data Watchlist Applications System Design Customizing Voice Alerts

3.2 Facial Recognition through Still Images

- **Client software to be utilized by Detroit Police Department investigative personnel**

RESPONSE: DataWorks Plus understands and fully complies. The proposed FACE Plus system uses web-based client software which can be accessed from any PC connected to the agency's network within a standard web browser. The system is protected with username and password security so only authorized users or investigative personnel can access the system.

- **Client licensing for not less than 100 concurrent users**

RESPONSE: DataWorks Plus understands and fully complies. DataWorks Plus is providing an enterprise site license, so 100 concurrent users are easily supported.

- **Facial recognition software capable of performing facial recognition searches on images obtain from physical and digital data formats against the Detroit Police Department repository of over 500,000 images**

RESPONSE: DataWorks Plus understands and fully complies. The proposed FACE Plus system is scalable to handle rapid facial search queries against any sized agency repository. For example, our facial recognition software searches a repository of approximately 40,000,000 images for Michigan State Police, 9 million for Maryland Department of Public Safety, and over 8.5 million images for SC DMV. Since each agency is different in size and throughput, DataWorks Plus can provide a custom hardware and software configuration which is optimized for performing physical and digital data format image facial recognition your agency's repository, as specified.

- **Vendor solution must support multiple digital image formats**

RESPONSE: DataWorks Plus understands and fully complies. The proposed system can accept probe images for facial recognition searches from multiple industry-standard image file formats, including JPEG, GIF, PNG, and BMP images. For enrollment of images into the systems database, the system will convert any image type into a standard JPEG format. The system does not support probe images which require proprietary readers or conversion software.

- **Vendor solution must be capable of facial recognition on not less than 100 concurrent workstations**

RESPONSE: DataWorks Plus understands and fully complies. DataWorks Plus is providing an enterprise site license, so 100 concurrent users are easily supported.

- **Vendor must have a proven track record with biometric/image data stored using the Detroit Police Department's current ID Networks data sources**

RESPONSE: DataWorks Plus understands and fully complies. We will be able to integrate our FACE Plus application with your existing ID Networks data system, as specified. DataWorks Plus already processes ID Networks' Livescan NISTpaks in both Michigan and Virginia to populate the mugshot repository. DataWorks Plus has developed many different biometric/image-based identity systems, each with unique workflows. We have an extensive history in biometric identification systems and interfacing with multiple data sources. Our system has an open architecture based on SQL technology and no proprietary software is necessary for setting up or modifying interfaces. We pride ourselves in working with customers to determine their interface needs and incorporating new ideas and technologies into the interfaces available for our customers.

The system uses a SQL database with a customizable data table. Stored procedures are also used to allow complex application functions to be performed without having to re-code the application itself. This not only makes it easy to configure or modify data fields and screen layouts, but it makes the data easily interpretable for third-party applications that need to be interfaced with FACE Plus. For additional information on the types of interfaces we have created, please refer to the "Types of Interfaces" section provided in a previous response, starting on page 31. DataWorks Plus has provided its FACE Plus facial recognition system to over 30 agencies nationwide. These agencies span from single-site systems up to multi-site statewide or regional systems which use a wide array of data sources from various vendors.

- **Server software must be compatible with the Detroit Police Department's Microsoft Windows Server and Microsoft SQL Server versioning**

RESPONSE: DataWorks Plus understands and fully complies. The proposed FACE Plus system is based on standard Microsoft SQL Server and Windows Server databasing. This will ensure compatibility of our solution with the Detroit Police Department's server configuration.

- Client software must be compatible with the Detroit Police Department's Microsoft Windows 7 or above workstation environment

RESPONSE: DataWorks Plus understands and fully complies.

- Vendor must provide professional services that include project management, installation, setup and training

RESPONSE: DataWorks Plus understands and fully complies. DataWorks Plus will provide each of these listed professional services for this project, if awarded. We will assign a dedicated Project Manager who will coordinate all contractual labor and services performed in a mutually-agreeable timeline. He will serve as the primary point-of-contact throughout the project.

Once DataWorks Plus has completed installation and setup, we will provide both Administrator and User training. Administrator training covers all managerial tasks related to system supervision, and User training covers all day-to-day workflow and functionality of the system. Written documentation will also be provided.

DataWorks Plus uses a "Train the Trainer" method in which agency supervisors are trained so that they can, in turn, train future staff. This helps reduce or eliminate future training costs to the agency. Trainers will be prepared to provide user orientations with lectures as well as hands-on practice with the applications

User Training Outline

The User Training provided is a hands-on orientation training, which introduces the users to the features of the application itself. The following tables contain general outlines of the primary topics that will be covered during the user training sessions.

Subject	Topics
System Overview	<ul style="list-style-type: none"> • log-in and user options • change password • sessions screen overview • side-by-side comparisons • chart compare • data and images • linked images • working with images
Creating a New Session	<ul style="list-style-type: none"> • sessions screen overview • create a new session • load probe image from external source • load probe image from video • edit probe image

Subject	Topics
Enhancing or Editing Probe Images	<ul style="list-style-type: none"> • cropping images • sharpening images • adjusting image contrast • adjusting image brightness • adjusting saturation • adjusting hue • rotating images • adding noise
Searching for a Session	<ul style="list-style-type: none"> • search databases • add data filters
Viewing Results	<ul style="list-style-type: none"> • results screen overview • multiple engine results • combined results
Side-By-Side Comparisons	<ul style="list-style-type: none"> • side-by-side comparison • mark or flag images
Comparing Images	<ul style="list-style-type: none"> • zoom • composites • curtain
Chart Compare	<ul style="list-style-type: none"> • annotations overview • set eye locations for probe image • set eye locations for result image • how to add annotations (line, rectangle, ellipse, etc.) • assign points • make measurements • measure distance between points • manual measurements/no assigned points
Print Reports	<ul style="list-style-type: none"> • print probe and result reports
Data and Images & Linked Images	<ul style="list-style-type: none"> • view data and images associated to an image • link images

Administrator Training

The administrator training instructs the administrators on managerial tasks, such routine backup procedures, the use of filters in order to narrow the scope of the search function, the procedure for creating filters, preventative maintenance procedures, and troubleshooting. Certification can be provided upon completion of user and administrator training.

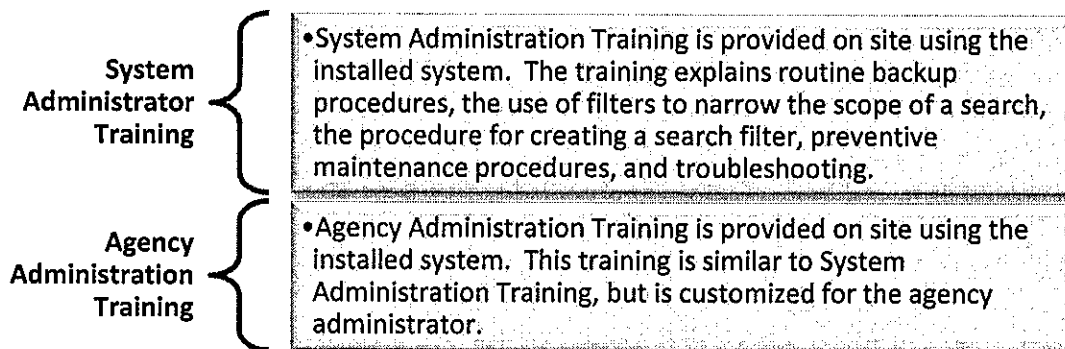


Table 2: System Administration Training

Subject	Topics
System Overview - Administrator	<ul style="list-style-type: none"> cover all user training topics log-in and user options capture overview retrieve overview lineup overview
Databases – Administrator	<ul style="list-style-type: none"> databases fields add update enable/Disable Databases delete
Fields – Administrator	<ul style="list-style-type: none"> fields: add, update, enable, disable key fields and linked fields make the Link add a Field update a Field enable/disable Field required fields selecting similar fields for similar image search field level security
Codes – Administrator	<ul style="list-style-type: none"> database codes site codes editing codes
Screens – Administrator	<ul style="list-style-type: none"> creating /editing user screens export screens Capture Wizard screens screen conversion
Security – Administrator	<ul style="list-style-type: none"> add/modify users group security actions per users and groups database access field security replication integrated security
Workstations – Administrator	<ul style="list-style-type: none"> configuring workstations updating workstations enable/disable workstations deleting a workstation
Configuration - Administrator	<ul style="list-style-type: none"> workstation configuration set up import and export locations digital certificate design print activity lineup modes


Subject	Topics
	<ul style="list-style-type: none"> • user default options • image field configuration • document types and storage
Logging – Administrator	<ul style="list-style-type: none"> • activity logging • activity reports • consolidation
Reports – Administrator	<ul style="list-style-type: none"> • report writer wizard overview • general report settings • report layout • generate completed report
Searching – Administrator	<ul style="list-style-type: none"> • custom search usage and creation

Help Desk Training

- Help Desk Training is provided on site using the installed system. This training explains basic troubleshooting techniques for FACE Plus. Training also reviews how to contact a DataWorks Plus support team member and how to enter support ticket via the web.

Additional Training

- Additional training is available either at DataWorks Plus' headquarters in Greenville, SC, or via live web classes, which can be requested.

STANDARD OPERATING PROCEDURE (SOP)		Section 8
DETROIT POLICE DEPARTMENT		
Crime Intelligence Unit		
	EFFECTIVE DATE 7/1/2018	REVISED DATE 4/1/2019
	TOTAL SECTION PAGES: 9	
	SUBJECT 8. FACIAL RECOGNITION	
APPROVED BY: Deputy Chief Marlon Wilson		

8.1. DEFINITIONS

- (a) *Biometric data* – Data derived from one or more intrinsic physical or behavioral traits of humans, to include fingerprints, palm prints, iris scans, and facial recognition data.
- (b) *DataWorks Plus* – The company with which DPD has a contract to provide facial recognition software.
- (c) *Facial recognition (FR)* – The automated searching of a facial image in a biometric database (one-to-many), typically resulting in a group of facial images ranked by computer-evaluated similarity.
- (d) *Examiner* – An individual who has received advanced training in the face recognition system and its features. Examiners have at least a working knowledge of the limitations of face recognition and the ability to use image editing software. They are qualified to assess image quality and appropriateness for face recognition searches and to perform one-to-many and one-to-one face image comparisons.
- (e) *Highly Restricted Personal Information* – An individual's photograph or image, social security number, digitized signature, medical and disability information.
- (f) *Mobile Facial Recognition (Mobile FR)* – The process of conducting an automated FR search in a mobile environment.
- (g) *P/CRCL* – Privacy, civil rights, and civil liberties.
- (h) *Personally Identifiable Information (PII)* – Information which can be used to distinguish or trace an individual's identity, such as name, social security number, or biometric records, alone or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, or mother's maiden name.
- (i) *Statewide Network of Agency Photos (SNAP)* – A computer application managed by the SNAP Unit, deployed through the Michigan Criminal Justice Information Network (MiCJIN) Portal, which serves as an investigative tool and a central repository of images from local, state, and federal agencies.

8.2. PURPOSE

- (a) Facial recognition technology involves the ability to examine and compare distinguishing characteristics of a human face through the use of biometric algorithms contained within a

software application. This technology can be a valuable investigative tool to detect and prevent criminal activity, reduce an imminent threat to health or safety, and help in the identification of persons unable to identify themselves or deceased persons. DPD has established access and use of a face recognition system to support its investigative efforts.

- (b) It is the purpose of this policy to provide CIU personnel with guidelines and principles for the collection, access, use, dissemination, retention, and purging of images and related information applicable to the implementation of a face recognition (FR) program. This policy will ensure that all FR uses are consistent with authorized purposes while not violating the privacy, civil rights, and civil liberties (P/CRCL) of individuals. Further, this policy will delineate the manner in which requests for face recognition are received, processed, catalogued, and responded to. The Fair Information Practice Principles (FIPPs) form the core of the privacy framework for this policy. This policy assists the CIU and its personnel in:
 - i. Increasing public safety and improving state, local, tribal, territorial, and national security.
 - ii. Minimizing the threat and risk of injury to specific individuals.
 - iii. Minimizing the threat and risk of physical injury or financial liability to law enforcement and others responsible for public protection, safety, or health.
 - iv. Minimizing the potential risks to individual privacy, civil rights, civil liberties, and other legally protected interests.
 - v. Protecting the integrity of criminal investigatory, criminal intelligence, and justice system processes and information.
 - vi. Minimizing the threat and risk of damage to real or personal property.
 - vii. Fostering trust in the government by strengthening transparency, oversight, and accountability.
 - viii. Making the most effective use of public resources allocated to public safety entities.
- (c) All deployments of the face recognition system are for official use only/law enforcement sensitive (FOUO/LES). The provisions of this policy are provided to support the following authorized uses of face recognition information:
 - i. A reasonable suspicion that an identifiable individual has committed a criminal offense or is involved in or planning criminal (including terrorist) conduct or activity that presents a threat to any individual, the community, or the nation and that the information is relevant to the criminal conduct or activity.
 - ii. An active or ongoing criminal or homeland security investigation.
 - iii. To mitigate an imminent threat to health or safety through short-term situational awareness or other means.
 - iv. To assist in the identification of a person who lacks capacity or is otherwise unable to identify him- or herself (such as an incapacitated, deceased, or otherwise at-risk person).
 - v. To investigate and/or corroborate tips and leads.
 - vi. For comparison to determine whether an individual may have obtained one or more official state driver's licenses or identification cards that contain inaccurate, conflicting, or false information.

- vii. To assist in the identification of potential witnesses and/or victims of violent crime.
 - viii. To support law enforcement in critical incident responses.
- (d) In the event that DPD deploys a mobile FR, mobile face image searches may be performed only by a sworn officer who has completed training and only during the course of an officer's lawful duties, in furtherance of a valid law enforcement purpose. Sample valid law enforcement purposes include:
- i. For persons who are detained for offenses that:
 - a. Warrant arrest or citation or
 - b. Are subject to lawful identification requirements and are lacking positive identification in the field.
 - ii. For a person who an officer reasonably believes is concealing his or her true identity and has a reasonable suspicion the individual has committed a crime other than concealing his or her identity.
 - iii. For persons who lack capacity or are otherwise unable to identify themselves and who are a danger to themselves or others.
 - iv. For those who are deceased and not otherwise identified.

8.3. POLICY APPLICABILITY AND LEGAL COMPLIANCE

- (a) This policy was established to ensure that all images are lawfully obtained, including face recognition probe images obtained or received, accessed, used, disseminated, retained, and purged by the CIU. This policy also applies to:
- i. Images contained in a known identity face image repository and its related identifying information.
 - ii. The face image searching process.
 - iii. Any results from face recognition searches that may be accessed, searched, used, evaluated, retained, disseminated, and purged by the CIU.
 - iv. Lawfully obtained probe images of unknown suspects that have been added to unsolved image files, pursuant to authorized criminal investigations.
- (b) All CIU personnel, participating agency personnel, and authorized individuals working in direct support of CIU personnel (such as interns), personnel providing information technology services to the CIU, private contractors, and other authorized users will comply with DPD and the CIU's face recognition policy and will be required to complete the training referenced in section 8.11. In addition, authorized CIU personnel tasked with processing face recognition requests and submissions must also complete the specialized training referenced in section 8.11.
- (c) An outside agency, or investigators from an outside agency, may request face recognition searches to assist with investigations only if the outside agency is a law enforcement agency that is making the request based on a valid law enforcement purpose that falls within the authorized uses listed in section 8.2 and the requestor provides a case number and contact information (requestor's name, requestor's agency, address, and phone number) and acknowledges an agreement with the following statement: The result of a face recognition search is provided by DPD only as an investigative lead and IS NOT TO BE CONSIDERED A POSITIVE IDENTIFICATION OF

ANY SUBJECT. Any possible connection or involvement of any subject to the investigation must be determined through further investigation and investigative resources.

- (d) All technology associated with face recognition, including all related hardware and software support, is bound by the Federal Bureau of Investigation's (FBI) Criminal Justice Information Services (CJIS) Security Policy, particularly Policy Area 13, and the Michigan CJIS Security Addendum.
- (e) The information within the face recognition database(s) is considered highly restricted personal information and PII which may only be transmitted, accessed, used, disseminated, and disposed of in accordance with state and federal laws, rules, policies, and regulations; including, but not limited to, the most recent federal CJIS Security Policy, the Michigan CJIS Security Addendum, the CJIS Policy Council Act (1974 PA 163), MCL 28.211-28.216, and the most current CJIS Administrative Rules.
- (f) Improper access, use, or dissemination of highly restricted personal information or PII obtained from the use of the face recognition software may result in criminal penalties and/or administrative sanctions. Criminal violations include, but are not limited to, those found in MCL 28.214 and MCL 257.903.

8.4. ACQUIRING AND RECEIVING FACE RECOGNITION INFORMATION

- (a) DPD's face recognition system can access and perform face recognition searches utilizing the following entity-owned face image repositories: DataWorks Plus.
- (b) The CIU is also authorized to access and perform face recognition searches utilizing the following external repositories: Statewide Network of Agency Photos (SNAP).
- (c) In addition to above, the CIU is authorized to submit requests for face recognition searches to be performed by external entities that own and maintain face image repositories.
- (d) For the purpose of performing face recognition searches, authorized CIU personnel will obtain probe images or accept probe images from authorized requesting or participating agencies only for the authorized uses identified in 8.2.
- (e) The CIU can receive probe images from other law enforcement agencies, as long as it falls within the SNAP Acceptable Use Policy. If a non-law enforcement entity wants to submit a probe image for the purpose of a face recognition search, the entity will be required to file a criminal complaint with the appropriate law enforcement entity prior to the search.
- (f) The CIU and, if applicable, any authorized requesting or participating agencies will not violate First, Fourth, and Fourteenth Amendments and will not perform or request face recognition searches about individuals or organizations based solely on their religious, political, or social views or activities; their participation in a particular noncriminal organization or lawful event; or their races, ethnicities, citizenship, places of origin, ages, disabilities, genders, gender identities, sexual orientations, or other classification protected by law.
 - i. However, DPD accords special consideration to the collection of face images relating to First Amendment-protected events, activities, and affiliations. Because of the sanctity of the First Amendment, law enforcement's role at First Amendment-protected events is usually limited to crowd control and public safety. If, however, during the planning assessment and approval process for the particular event, before proceeding with the collection, the CIU anticipates a need for the collection of face images, the member assigned to vetting the event shall submit a request to DPD's Legal Advisor on a DPD-

568 through channels. The Legal Advisor will articulate whether collection of face images through video of the event is permissible. The memo shall include the legal or justified basis for such collection (including specifics regarding the criminal behavior that is suspected); and how face images may be collected, used, or retained, in accordance with this policy, as appropriate. If face images will be collected, the plan will specify the type of information collection that is permissible, identify who will collect face images, and define the permissible acts of collection.

8.5. USE OF FACE RECOGNITION INFORMATION

- (a) Access to or disclosure of face recognition search results will be provided only to individuals within the entity or in other governmental agencies who are authorized to have access and have completed applicable training outlined in section 8.11, and only for valid law enforcement purposes (e.g., enforcement, reactive investigations), and to IT personnel charged with the responsibility for system administration and maintenance.
- (b) The CIU will prohibit access to and use of the face recognition system, including dissemination of face recognition search results, for the following purposes:
 - i. Non-law enforcement purposes (including but not limited to personal purposes).
 - ii. Any purpose that violates the U.S. Constitution or laws of the United States, including the protections of the First, Fourth, and Fourteenth Amendments.
 - iii. Prohibiting or deterring lawful individual exercise of other rights, such as freedom of association, implied by and secured by the U.S. Constitution or any other constitutionally protected right or attribute.
 - iv. Harassing and/or intimidating any individual or group.
 - v. Any other access, use, disclosure, or retention that would violate applicable law, regulation, or policy.
- (c) DPD may connect the face recognition system to any interface that performs live video, including cameras, drone footage, and body-worn cameras. The face recognition system may be configured to conduct face recognition analysis on live or recorded video.
- (d) The following describes the CIU's manual and automated face recognition search procedure, which is conducted in accordance with a valid law enforcement purpose and this policy.
 - i. Authorized CIU personnel will submit a probe image of a subject of interest through the face recognition system.
 - ii. Trained CIU authorized examiners will initially run probe images without filters, using a filtered search as a secondary search, if needed. In some cases, enhancements may be considered after running an image as is against the image repository.
 - iii. Prior to executing the search, the member must enter the reason for the search within the application, as well as an associated case number, if available. Reasons may include the following:
 - a. Consent – when an individual consents to have his or her photograph taken for the purpose of identification.
 - b. Reasonable suspicion of a crime – A reasonable suspicion that an identifiable individual has committed a criminal offense or is involved in or planning criminal

- (including terrorist) conduct or activity that presents a threat to any individual, the community, or the nation and that the information is relevant to the criminal conduct or activity.
- c. Physical/mental incapacity – When an individual is unable to provide reliable identification due to physical incapacitation or defect, mental incapacitation or defect, or death, and immediate identification is needed to assist DPD in performance of his or her lawful duties.
 - d. Comparison to multiple IDs – For comparison to determine whether an individual may have obtained one or more official state driver's licenses or identification cards that contain inaccurate, conflicting, or false information.
 - e. Identification of other persons of interest – To assist in the identification of potential witnesses and/or victims of violent crime.
- iv. In the automated search, most likely candidates are returned to the requestor ranked in order based on the similarity or confidence level.
 - v. The resulting candidates, if any, are then manually compared with the probe images and examined by an authorized trained examiner. Examiners shall conduct the comparison of images, biometric identifiers, and biometric information in accordance with their training.
 - a. If no likely candidates are found, the requesting entity will be informed of the negative results with the following standard response: "No likely candidates were found with the probe image given."
 - b. In the case of a negative result, the images examined by the examiner will not be provided to the requesting entity.
 - vi. Examiners will submit the search and subsequent examination results for a peer review of the probe and candidate images for verification by other authorized, trained examiners.
 - vii. All results of most likely candidate images from the face recognition search must be approved by a trained supervisor prior to dissemination.
 - viii. The CIU member shall fill out a Facial Recognition product template for all requests that return likely candidates with the following information:
 - a. The reason facial recognition search request
 - b. The requestor's name and title and date and time requested
 - c. The original probe image(s), along with any modified image and a description of the type of modifications made to the image
 - d. Source of image
 - e. Possible image matches
 - f. The face recognition software used
 - g. The following statement will accompany the released most likely candidate image(s) and any related records: "The result of a facial recognition search provided by the Detroit Police Department is only an investigative lead and is

NOT TO BE CONSIDERED A POSITIVE IDENTIFICATION OF ANY SUBJECT. Any possible connection or involvement of any subject to the investigation must be determined through further investigation and investigative resources.”

- ix. The CIU member shall log this in the Information Tracker SmartSheet, along with attachments of the original image plus any modified image, noted in the name.

8.6. SHARING AND DISSEMINATING FACE RECOGNITION INFORMATION

- (a) The CIU’s face recognition search information will not be:
 - i. Sold, published, exchanged, or disclosed to commercial or private entities or individuals except as required by applicable law and to the extent authorized by DPD’s agreement with the commercial vendor.
 - ii. Disclosed or published without prior notice to the originating entity that such information is subject to disclosure or publication. However, DPD and the originating agency may agree in writing in advance that DPD will disclose face recognition search information as part of its normal operations, including disclosure to an external auditor of the face recognition search information.
 - iii. Disclosed on a discretionary basis unless the originating agency has provided prior written approval or unless such disclosure is otherwise authorized by DPD and the originating agency.
 - iv. Disclosed to unauthorized individuals or for unauthorized purposes.
- (b) The CIU will not confirm the existence or nonexistence of face recognition information to any individual or agency that would not be authorized to receive the information unless otherwise required by law.

8.7. DATA QUALITY ASSURANCE

- (a) Original probe images will not be altered, changed, or modified in order to protect the integrity of the image. Any enhancements made to a probe image will be made on a copy, saved as a separate image, and documented to indicate what enhancements were made, including the date and time of change.
- (b) CIU examiners will analyze, review, and evaluate the quality and suitability of probe images, to include factors such as the angle of the face image, level of detail, illumination, size of the face image, and other factors affecting a probe image prior to performing a face recognition search.
- (c) The integrity of information depends on quality control and correction of recognized errors which is key to mitigating the potential risk of misidentification or inclusion of individuals in a possible identification. CIU will investigate, in a timely manner, alleged errors and malfunctions or deficiencies of face recognition information or, if applicable, will request that the originating agency or vendor investigate the alleged errors and malfunctions or deficiencies. The CIU will correct the information or advise the process for obtaining correction of the information.

8.8. SECURITY AND MAINTENANCE

- (a) Access to DPD face recognition information from outside the facility will be allowed only over secure networks. All results produced by the CIU as a result of a face recognition search are disseminated by secured electronic means (such as an official government e-mail address). Non-electronic disseminations will be conducted personally or by phone with the requestor or designee.

- (b) Authorized access to DPD's face recognition system will be granted only to personnel whose positions and job duties require such access and who have successfully completed a background check and the training referenced in section 8.11 Training.
- (c) Usernames and passwords to the face recognition system are not transferrable, must not be shared by CIU personnel, and must be kept confidential.
- (d) Queries made to DPD's face recognition system will be logged into the system identifying the user initiating the query. All user access, including participating agency access, and queries are subject to review and audit.

8.9. INFORMATION RETENTION AND PURGING

- (a) All members shall follow DPD's information retention policies in relation to face recognition searches and images.
- (b) In accordance with Recommendations for First Amendment-Protected Events for State and Local Law Enforcement Agencies, "[a]gencies should limit the retention of information as much as possible to avoid the perception of maintaining files on groups or persons who engage in protected First Amendment activities."
- (c) Images accessed by DPD for face recognition searches in SNAP are not maintained or owned by DPD and are subject to the retention policies of the respective agencies authorized to maintain those images.

8.10. ACCOUNTABILITY AND ENFORCEMENT

- (a) If CIU personnel, a participating agency, or an authorized user is found to be in noncompliance with the provisions of this policy regarding the collection, receipt, access, use, dissemination, retention, and purging, the Commanding Officer of the CIU will:
 - i. Suspend or discontinue access to information by the CIU personnel, the participating agency, or the authorized user.
 - ii. Apply appropriate disciplinary or administrative actions or sanctions.
 - iii. Refer the matter to appropriate authorities for criminal prosecution, as necessary, to effectuate the purposes of the policy.
- (b) DPD reserves the right to establish the qualifications and number of personnel having access to DPD's face recognition system and to suspend or withhold service and deny access to any participating agency or participating agency personnel violating this face recognition policy.

8.11. TRAINING

- (a) DPD's face recognition policy training program will cover:
 - i. Elements of the operation of the face recognition program, including:
 - a. Purpose and provisions of the face recognition policy.
 - b. Substance and intent of the provisions of this face recognition policy and any revisions thereto relating to collection, receipt, access, use, dissemination, retention, and purging of DPD's face recognition information.
 - c. Policies and procedures that mitigate the risk of profiling.

- d. How to implement the face recognition policy in the day-to-day work of the user, whether a paper or systems user.
 - e. Security awareness training.
 - f. How to identify, report, and respond to a suspected or confirmed breach.
 - g. Cultural awareness training.
- ii. Elements related to the results generated by the face recognition system, including:
 - a. Originating and participating agency responsibilities and obligations under applicable federal, state, or local law and policy.
 - b. The P/CRCL protections on the use of the technology and the information collected or received, including constitutional protections, and applicable state, local, and federal laws.
 - c. Face recognition system functions, limitations, and interpretation of results.
 - d. Mechanisms for reporting violations of CIU and DPD face recognition policy provisions.
 - e. The nature and possible penalties for face recognition policy violations, including possible transfer, dismissal, criminal liability, and immunity, if any.
- iii. In addition to the training described, CIU face recognition examiners are required to complete advanced specialized training to include:
 - a. Face recognition system functions, limitations, and interpretation of results.
 - b. Use of image enhancement and video editing software.
 - c. Appropriate procedures and how to assess image quality and suitability for face recognition searches.
 - d. Proper procedures and evaluation criteria for one-to-many and one-to-one face image comparisons.
 - e. Candidate image verification process.



Training Directive

Numbered Directives shall
be retained by all members
Number: 19-07
Date:

USE OF TRAFFIC LIGHT-MOUNTED CAMERAS AND FACIAL RECOGNITION TECHNOLOGY

PURPOSE

The purpose of this directive is to ensure that images and video footage from cameras that are mounted on traffic signals, or on Public Lighting Authority (PLA) poles (1) are used in a manner that honors the privacy of Detroit residents, while (2) providing Detroit Police Department (DPD) members the resources they need to ensure that Detroit neighborhoods are safe. The cameras subject to this directive, which include both PLA-pole mounted cameras and traffic-signal mounted cameras, are hereinafter referred to as "traffic light-mounted cameras."

Compliance with Applicable Laws

Any use of images and/or video footage from traffic light-mounted cameras is subject to applicable local, state, and federal law; including, but not limited to, the protections provided in the First, Fourth, and Fourteenth Amendments to the United States Constitution. This directive is subject to all applicable law. This directive is meant to provide additional protections beyond those already provided by law.

Relationship to other DPD Policies

This directive provides requirements that are applicable to traffic light-mounted cameras only. It does not supersede any generally applicable DPD policies with respect to other records or operating procedures. If this directive directly speaks to a subject that is also covered in a separate policy, this directive governs with respect to traffic light-mounted cameras only. If this directive is silent on a subject that is covered in a separate policy, the separate policy governs.

Discipline

Any violations to this Training Directive specific to privacy, violation of use and private use shall be deemed egregious conduct.

Severability

If any term or section of this directive is found to be to any extent illegal, otherwise invalid, or incapable of being enforced, such term or section shall be excluded to the extent of such invalidity or unenforceability; all other terms or sections hereof shall remain in full force and effect.

Training Directive: TRAFFIC LIGHT-MOUNTED CAMERAS

Number: 19-07

Date:

PERMISSIBLE USES OF TRAFFIC LIGHT-MOUNTED CAMERAS

Permissible Law Enforcement Purposes

DPD members may use footage and images obtained from traffic light-mounted cameras for legitimate law enforcement purposes only. For purposes of this directive, "legitimate law enforcement purposes" includes investigations into criminal activity; pursuit of a criminal suspect; monitoring an ongoing situation in which criminal activity is, or is reasonably expected to occur; and/or monitoring cameras at the Detroit Real-Time Crime Center (RTCC), where all generally applicable RTCC policies apply. The Crime Intelligence Unit must establish reasonable suspicion of criminal activity before creating or analyzing intelligence in any way gathered from traffic light-mounted cameras.

Traffic Enforcement and Related Monitoring Prohibited

DPD members are strictly prohibited from using footage or images obtained from traffic light-mounted cameras to enforce non-criminal traffic or pedestrian laws (e.g. red-light violations, jaywalking), or to issue civil infractions of any kind.

Immigration uses Prohibited

DPD members are strictly prohibited from using footage or images obtained from traffic light-mounted cameras to assist, in any way, with federal immigration enforcement.

PLACEMENT OF CAMERAS

Positioning

Traffic light-mounted cameras will be positioned so that they provide video and images from public spaces only.

Accidental Capture of Private Spaces

If, notwithstanding the positioning of traffic light-mounted cameras as stated above, a traffic light-mounted camera accidentally captures video or images from a private area not accessible to the general public—including, but not limited to, a view of the interior of any building that is not visible from the street—DPD members will not monitor that camera until it is repositioned to capture video and images from public spaces only.

Training Directive: TRAFFIC LIGHT-MOUNTED CAMERAS

Number: 19-07

Date:

RECORD RETENTION

Retention of Imagery

Subject to the exception listed in the below section (Evidence of Criminality), any video or images from a traffic light-mounted camera may be retained for no more than 30 days, and must be deleted and destroyed no later than 30 days after recording. DPD may, in its discretion, opt to retain video or images from a traffic light-mounted camera for fewer than 30 days.

Preservation of Evidence

Any recording that contains evidence of a criminal activity will be retained until the case is solved, closed, and litigation ends. Any recording that is subject to a lawful request to preserve evidence in a civil matter will be retained until that request is lifted or expires.

USE OF FACIAL RECOGNITION TECHNOLOGY

Criminal Investigation Required

DPD members will not use facial recognition technology unless that technology is in support of an active or ongoing criminal or homeland security investigation.

Individualized Targeting

DPD members may not use facial recognition technology on any person unless there is reasonable suspicion that such use of facial recognition technology will provide information relevant to an active or ongoing criminal or homeland security investigation.